

## REQUEST FOR PROPOSALS RFP COVER SHEET

**Administrative Information:**

<b>TITLE OF RFP:</b>	LUST Trust Fund Project		<b>RFP #:</b> ESD7532KAde120225
<b>Agency:</b>	Department of Natural Resources (DNR)		
<b>DNR seeks to purchase:</b>	Professional environmental services to remediate selected leaking underground storage tank (LUST) sites throughout Iowa		
<b>Number of mos. or yrs. of the initial term of the contract:</b>	One year	<b>Number of possible annual extensions:</b>	Five (5)
<b>Anticipated Date for Initial Contract term beginning:</b>	February 23, 2012	<b>Anticipated Ending Date:</b>	February 22, 2013
<b>Issuing Officer:</b>			
<b>Name:</b>	Karen Anderson		
<b>Mailing Address:</b>	Iowa Department of Natural Resources 502 East 9 <sup>th</sup> Street Des Moines, IA 50319-0034 <b><u>TO BE OPENED BY THE ADDRESSEE ONLY</u></b>		
<b>Phone:</b>	515.281.8964		
<b>e-mail:</b>	Karen.Anderson@dnr.iowa.gov		
<b>FAX:</b>	515.281.8895		

PROCUREMENT TIMETABLE—Event or Action:	Due Date/Time (Central Time):
DNR Posts Notice of RFP on TSB website	November 8, 2011 @ 3 pm
DNR Issues RFP	November 10, 2011 @ 3 pm
Mandatory Letters of Intent to Propose	November 23, 2011 @ 3 pm
Written Questions, requests for clarification, and suggested changes from Contractors due	December 1, 2011 @ 3 pm
DNR's written response to questions, requests for clarifications, and suggested changes	December 8, 2011 @ 3 pm
Bid Proposals Due	December 28, 2011 @ 3 pm
Anticipated Date to issue Notice of Intent to Award	January 12, 2012 @ 3 pm
Anticipated Date to complete contract negotiations	January 19, 2012 @ 3 pm

Relevant Websites:	Web-address:
Internet website where Addenda to this RFP will be posted:	<a href="http://bidopportunities.iowa.gov/">http://bidopportunities.iowa.gov/</a>
Internet website where Notice of Intent to Award may be posted:	<a href="http://www.iowadnr.gov/InsideDNR/RegulatoryLand/UndergroundStorageTanks/LeakingUndergroundTanks/LUSTTrustFund.aspx">http://www.iowadnr.gov/InsideDNR/RegulatoryLand/UndergroundStorageTanks/LeakingUndergroundTanks/LUSTTrustFund.aspx</a>
Internet website where contract terms and conditions are posted:	<a href="http://www.iowadnr.gov/InsideDNR/RegulatoryLand/UndergroundStorageTanks/LeakingUndergroundTanks/LUSTTrustFund.aspx">http://www.iowadnr.gov/InsideDNR/RegulatoryLand/UndergroundStorageTanks/LeakingUndergroundTanks/LUSTTrustFund.aspx</a>

Number of Copies of Bid Proposals Required to be Submitted:	<b>One Original &amp; Three copies</b>
Bid Proposal Security, if any:	<b>\$5,000 Bid Bond</b>
Firm Bid Proposal Terms The minimum Number of Days following the deadline for submitting bid proposals that the Contractor guarantees all bid proposal terms, including price, will remain firm:	<b>180 days</b>

**CONTRACTORS ARE CAUTIONED TO FOLLOW ALL DIRECTIONS  
IN THIS RFP OR RISK DISQUALIFICATION**

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## **Section 1 Introduction**

### **1.1. Purpose**

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Contractors to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP to the Department of Natural Resources (DNR). DNR intends to award two Contracts (beginning and ending on the dates listed on the RFP cover sheet, and DNR, in its sole discretion, may extend the Contracts for up to the number of annual extensions identified on the RFP cover sheet.

### **1.2. Definitions**

For the purposes of this RFP and the resulting contract, the following terms shall mean:

**“1,2-DCA”** means 1,2-Dichloroethane, a chemical additive to gasoline (oxygenate)

**“Agency”** means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract. In this case, the Agency is DNR.

**“CADR”** means Corrective Action Design Report

**“Contract”** means the contract(s) entered into with the successful Contractor(s) as described in Section 6.1.

**“Contractor”** means a Contractor submitting Proposals in response to this RFP.

**“DBE”** means Disadvantaged Business Enterprise

**“DNR”** means the Iowa Department of Natural Resources

**“EC”** means environmental covenant

**“EDB”** means Ethylene Dibromide, a chemical additive to gasoline (oxygenate)

**“EPA”** means the United States Environmental Protection Agency

**“GSA”** means the United States General Services Administration

**“IC”** means institutional control

**“LUST”** means Leaking Underground Storage Tank

**“LUST Trust Fund Project”** means the name associated with this project, RFP and resulting contracts. Also referred to as the “Project”.

**“MBE”** means Minority Business Enterprise

**“MTBE”** means Methyl tertiary-butyl ether, a chemical additive to gasoline (oxygenate)

**“NAR”** means a site classification of No Action Required

**“OA1”** means the method for determination of volatile petroleum hydrocarbons (gasoline)

**“OA2”** means the method for determination of extractable petroleum products (and related low volatility organic compounds)

**“OUST”** means the Office of Underground Storage Tanks (EPA)

**“PID/FID”** means photoionization detector/flame ionization detector

**“Proposal”** means the Contractor’s proposal submitted in response to the RFP

**“QA”** means Quality Assurance

**“QC”** means Quality Control

**“RBCA”** means Risk-Based Corrective Action

**“RFP”** means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto

**“Registration Number”** means the number assigned by DNR to a registered underground storage tank site

**“Responsible Contractor”** means a Contractor that has the capability in all respects to perform the requirements of the Contract. In determining whether a Contractor is a Responsible Contractor, DNR may consider various factors including, but not limited to, the Contractor’s competence and qualifications to provide the goods or services requested, the Contractor’s integrity and reliability, the past performance of the Contractor and the best interest of the Agency and the State

**“Responsive Proposal”** means a Proposal that complies with the material provisions of this RFP

**“SMR”** means Site Monitoring Report

**“State”** means the state of Iowa, the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP

**“Tank Closure Report”** means a technical report which contains data about the underground storage tank which has been removed, such as date, location and lab analysis results

“**Tier 1**” means Tier 1 assessment resulting in a Tier 1 Report

“**Tier 2**” means Tier 2 assessment resulting in a Tier 2 Site Cleanup Report

“**Tier 3**” means Tier 3 assessment resulting in a Tier 3 Report

“**UST**” means Underground Storage Tank

“**WBE**” means Women’s Business Enterprise

**1.3. Overview of the RFP Process**

Contractors will be required to submit their Proposals in hardcopy and on CD-ROM. It is DNR’s intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation of Proposals.

**1.4. Background Information**

This RFP is designed to provide Contractors with the information necessary for the preparation of competitive Proposals. The RFP process is for DNR’s benefit and is intended to provide DNR with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Contractor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

The Iowa Department of Natural Resources (DNR), in partnership with the US Environmental Protection Agency (EPA), is soliciting proposals from qualified Contractors to provide the services necessary to complete the objectives of the LUST Trust Fund Project (Project). The DNR has identified a group of LUST sites located in Iowa where permanent UST closure, soil excavation, longer term remediation, monitoring or other site cleanup activities are desirable or where site assessment is necessary to assign a risk classification and determine what further corrective action is necessary to classify the site as “No Action Required” (NAR) under application of DNR rules, 567—Chapter 135 (455B) of the Iowa Administrative Code. The current owner of the property may be unable or unwilling to complete UST closure, corrective action, environmental assessment or other site cleanup related activities due to the costs. The owner/operator of the USTs or other responsible party may also be unknown or unavailable. The Project will be funded through a federal grant, provided by the EPA with an emphasis to be placed on monitoring activities.

## **Section 2**

### **Administrative Information**

#### **2.1 Issuing Officer**

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until selection of the successful Contractor.

#### **2.2 Restriction on Communication**

From the issue date of this RFP until announcement of the successful Contractor, Contractors may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2.6. Verbal questions related to the interpretation of this RFP will not be accepted. Contractors may be disqualified if they contact any State employee other than the issuing officer about the RFP except that Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

#### **2.3 Downloading the RFP from the Internet**

The RFP will be posted at <http://bidopportunities.iowa.gov/> and all Addenda will be posted at the website listed on the RFP cover sheet. The Contractor is advised to check the website periodically for Addenda to this RFP, particularly if the Contractor downloaded the RFP from the Internet as the Contractor may not automatically receive Addenda. It is the Contractor's sole responsibility to check daily for addenda to posted documents.

#### **2.4 Procurement Timetable**

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes; however, DNR reserves the right to change the dates. If DNR changes any of the deadlines for Contractor submissions, DNR will issue Addenda to the RFP.

#### **2.5 Resource Information**

Resource information regarding this RFP is not available, beyond the descriptions and specifications detailed within the RFP itself.

#### **2.6 Questions, Requests for Clarification, and Suggested Changes**

Contractors are invited to submit written questions and requests for clarifications regarding the RFP. Contractors may also submit suggestions for changes to the requirements of this RFP. Contractors must submit their written questions, requests for clarifications, or suggestions so they are received by the Issuing Officer before the date and time listed on the RFP cover sheet. Verbal questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced. Written responses to questions, requests for clarifications, or suggestions will be posted on the Internet, and will be sent on or before the date

listed on the RFP cover sheet to all Contractors who submit letters of Intent to Propose (See Section 2.9). The DNR's written responses will be considered part of the RFP. If the DNR decides to adopt a suggestion that modifies the RFP, then DNR will issue Addenda to the RFP. The DNR assumes no responsibility for verbal representations made by its officers or employees, or employees of the Boards, unless such representations are confirmed in writing and incorporated into the RFP.

**2.7 Amendment to the RFP**

The DNR reserves the right to amend the RFP at any time using an Addendum. The Contractor shall acknowledge receipt of Addenda in its Bid Proposal. If the Addenda occur after the closing date for receipt of Bid Proposals, the DNR may, in its sole discretion, allow Contractors to amend their Bid Proposals in response to the DNR's Addenda if necessary.

**2.8 Amendment and Withdrawal of Bid Proposal**

The Contractor may amend or withdraw and resubmit its Bid Proposal at any time before the Bid Proposals are due. Contractors must submit any amendments in writing, signed, and submitted by the Contractor and so that such amendments are received by the Issuing Officer by the deadline set for the receipt of Bid Proposals. Electronic mail and faxed amendments will not be accepted. **Contractors must notify the Issuing Officer in writing if they wish to completely withdraw their Bid Proposals prior to the due date for Bid Proposals.**

**2.9 Mandatory Letters of Intent to Propose**

A letter of "Intent to Propose" must be mailed, sent via delivery service or hand-delivered to the Issuing Officer and received by the date and time listed on the RFP cover sheet. Submitting an 'Intent to Propose' letter does not obligate the Contractor to submit a proposal.

The 'Intent to Propose' letter must identify the RFP by its name and number and include the Contractor's name, mailing address, electronic mail address, fax number, telephone number, a statement of intent to submit a proposal in response to the RFP, and an authorizing signature. An 'Intent to Propose' letter shall be delivered only to the Issuing Officer. **Electronic mail and faxed letters of intent to propose will not be accepted.**

Failure to submit a letter of 'Intent to Propose' by the deadline specified will result in rejection of the Contractor's bid proposal. **Proposals received from contractors who have not submitted the required written 'Intent to Propose' letter shall not be opened or considered.**

**2.10 Submission of Bid Proposals**

Each Contractor must submit its Bid Proposal so that it is received by the Issuing Officer no later than 3:00 P.M. Central Time on the "Bid Proposals Due Date" listed on the RFP cover sheet. **Any Bid Proposal received after this deadline will be rejected and returned unopened to the Contractor.** Contractors mailing Bid Proposals must allow ample mail delivery time to ensure timely



receipt of their Bid Proposals. It is the Contractor's responsibility to ensure that the Bid Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Bid Proposal. **Electronic mail and faxed Bid Proposals will not be accepted.** Contractors must furnish all information necessary to evaluate the Bid Proposal. Bid Proposals that fail to meet the mandatory requirements of the RFP shall be disqualified. Verbal information provided by the Contractor shall not be considered part of the Contractor's Bid Proposal unless it is reduced to writing.

**2.11 Costs of Preparing the Bid Proposal**

The costs of preparation and delivery of the Bid Proposal are solely the responsibility of the Contractor. The DNR is not responsible for any costs, expenses, or losses incurred by any Contractor in connection with this RFP in the preparation of a Bid Proposal.

**2.12 Rejection of Bid Proposals**

DNR reserves the right to reject any or all Bid Proposals, in whole or in part, without penalty or liability, at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the DNR to select a Contractor or to execute a binding contract with any Contractor that may be selected. DNR further reserves the right to cancel the RFP, to issue a new RFP, and to provide or perform any or all of the goods and services described in this RFP if it is in the best interests of DNR. In addition, DNR may terminate or suspend contract negotiations with any selected Contractor, at any time, without penalty or liability. This RFP process is for the benefit of DNR, and is intended to provide the Evaluation Committee with competitive information to assist in the selection of a Contractor to provide goods and services. It is not intended to be comprehensive, and each Contractor is responsible for determining all factors necessary for submission of a comprehensive Bid Proposal.

**2.13 Disqualification**

DNR may reject outright and may not evaluate Bid Proposals for any one of the following reasons:

- 2.13.1** The Contractor fails to deliver the Bid Proposal by the due date and time.
- 2.13.2** The Contractor fails to deliver the cost proposal in a separate envelope.
- 2.13.3** The Contractor's Bid Proposal is not compliant with the requirements of the RFP.
- 2.13.4** The Contractor's Bid Proposal limits the rights of the DNR.
- 2.13.5** The Contractor fails to timely respond to the DNR's request for information, documents, or references.
- 2.13.6** The Contractor fails to include any signature, certification, authorization, stipulation, disclosure, or guarantee requested in section 3 of this RFP.

- 2.13.7 The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.
- 2.13.8 The Contractor initiates unauthorized contact regarding the RFP with state employees.
- 2.13.9 The Contractor provides misleading, inaccurate, or unbalanced responses.
- 2.13.10 There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Evaluation Committee from other sources) to satisfy the DNR or any member of the Evaluation Committee that the Contractor is properly qualified to satisfy the requirements of the RFP.

**2.14 Nonmaterial Variances**

The DNR reserves the right to waive or permit cure of nonmaterial variances in the Bid Proposal if they judge it to be in its best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Contractors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the requirements of the RFP. In the event the DNR waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Contractor from full compliance with RFP specifications or other contract requirements if the Contractor is ultimately selected. The determination of materiality is in the sole discretion of the DNR.

**2.15 Reference Checks**

The DNR reserves the right to contact any reference to assist in the evaluation of the Bid Proposal, to verify information contained in the Bid Proposal and to discuss the Contractor's qualifications and the qualifications of any subcontractor identified in the Bid Proposal.

**2.16 Information from Other Sources**

The DNR reserves the right to obtain and consider information from other sources concerning a Contractor, such as the Contractor's capability and performance under other contracts, the qualifications of any subcontractor identified in the Bid Proposal, the Contractor's financial stability, past or pending litigation, and other publicly available information.

**2.17 Verification of Bid Proposal Contents**

The content of a Bid Proposal submitted by a Contractor is subject to verification. If the DNR determines that the content is in any way misleading or inaccurate, the Contractor may be disqualified.

**2.18 Bid Proposal Clarification Process**

The DNR reserves the right to contact a Contractor at any time after the submission of Bid Proposals for the purpose of clarifying a Bid Proposal or to ensure mutual understanding. This contact may include written questions,

interviews, site visits, a review of past performance if the Contractor has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Contractor's Bid Proposal. An individual authorized to legally bind the Contractor shall sign responses to any request for clarification. Responses shall be submitted to the Issuing Officer within the time specified in DNR's request. Failure to comply with requests for additional information may result in rejection of the Bid Proposal as non-compliant.

**2.19 Contents of Bid Proposals Confidential**

The contents of proposals shall remain confidential until the Evaluation Committee has reviewed all of the bid proposals submitted in response to this RFP and the DNR has announced a Notice of Intent to Award a contract. See Iowa Code section 72.3. Additionally, all scoring shall remain confidential prior to the issuance of a Notice of Intent to Award a contract. Following issuance by the DNR of a Notice of Intent to Award a contract, all proposals and scoring will become public information and be open to inspection by interested parties, subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

**2.20 Disposition of Bid Proposals**

All Bid Proposals become the property of the DNR and shall not be returned to the Contractor.

**2.21 Public Records and Requests for Confidential Treatment**

The DNR may treat all information submitted by a Contractor as public information unless the Contractor properly requests that specific parts of the Bid Proposal be treated as confidential at the time of submitting the Bid Proposal. The DNR's release of information is governed by Iowa Code chapter 22 and 561 Iowa Administrative Code chapter 2. Contractors are encouraged to familiarize themselves with these provisions of law before submitting a Bid Proposal. The DNR will copy and permit examination of public records as required to comply with the public records laws. Any request for confidential treatment of specific information must be included in the transmittal letter with the Contractor's Bid Proposal. In addition, the Contractor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. Pricing information cannot be considered confidential information. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Contractor to respond to any inquiries by the DNR concerning the confidential status of the materials. Any Bid Proposal submitted which contains specific confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Failure to properly identify specific information as confidential shall relieve DNR or State personnel from any responsibility if confidential information is viewed by the public, a competitor, or is in any way released. Identification of the entire Bid Proposal as confidential may be deemed non-responsive and disqualify the Contractor. If the Contractor designates any portion of the RFP as confidential,

the Contractor must submit one paper copy of the Bid Proposal and one on CD, marked "Public Copy" from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in section 3 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Bid Proposal as possible. If DNR receives a request for information marked confidential, written notice shall be given to the Contractor in compliance with 561 Iowa Administrative Code chapter 2 to allow the Contractor to seek injunctive relief pursuant to Iowa Code section 22.8. The DNR will treat the information marked confidential as confidential information only if a court of competent jurisdiction determines the information is confidential under Iowa Code chapter 22 or other applicable law. The Contractor's failure to request confidential treatment of material will be deemed by the Lead Agency as waiver of any right to confidentiality the Contractor may have had.

**2.22 Reproduction of the Bid Proposal**

By submitting a Bid Proposal, the Contractor agrees that the DNR may copy or reproduce the Bid Proposal for purposes of facilitating the evaluation of the Bid Proposal or to respond to requests for public records. The Contractor consents to such copying and reproduction by submitting a Bid Proposal and warrants that such copying and reproduction will not violate the rights of any third party. The DNR shall have the right to use ideas or adaptations of ideas that are presented in the Bid Proposals.

**2.23 Release of Claims**

By submitting a Bid Proposal, the Contractor agrees that it will not bring any claim or cause of action against the DNR or the State based on any misunderstanding concerning the information provided herein or concerning the DNR's failure, negligent or otherwise, to provide the Contractor with pertinent information as intended by this RFP.

**2.24 Presentations**

At the discretion of the DNR and the evaluation committee, a Contractor may be requested to provide either an on-site DNR Office/or Contractor's Office or teleconference presentation of the Contractor's services to verify and further evaluate information submitted in the Bid Proposals. The DNR will contact qualified contractors to schedule their presentation. The determination as to the need for presentations, the location, order and schedule of the presentation is at the sole discretion of the DNR. The presentation may include slides, graphics and other media selected by the contractor to illustrate the contractor's bid proposal. The presentation shall not materially change the information contained in the original written Bid Proposal. Any cost incidental or related to the contractor presentation shall be solely the financial responsibility of the contractor and the contractor shall not be compensated by the DNR. Contractors who fail to provide a presentation when requested, shall be disqualified.

**2.25 Evaluation of Bid Proposals Submitted**

Bid Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 5 of the RFP. The DNR and Evaluation

Committee will not necessarily select the Contractor(s) offering the lowest cost proposal. Instead, the DNR intends to select the Contractor whose Responsive Bid Proposal the Evaluation Committee believes will provide the best value to the DNR. **A formal public opening of proposals will not be held.**

**2.26 Notice of Intent to Award and Negotiation/Acceptance Period**

The DNR will send a Notice of Intent to Award a contract to all Contractors submitting a timely Bid Proposal not subject to disqualification and may post the notice at the website shown on the RFP cover sheet. It is the intent of DNR that negotiation of the contract(s) shall be completed no later than seven (7) days from the date of the Notice of Intent to Award a contract. During the negotiation period, costs submitted by the Contractor in their Cost Proposal may be negotiated. If costs are negotiated, Contractors will be asked to submit a revised Cost Proposal which will include the costs agreed upon between the DNR and the Contractor. If the apparent successful Contractor fails to negotiate and deliver an executed contract by that date, then DNR may extend the negotiation period, or cancel the selection and negotiate a contract with any remaining Contractor that the DNR believes will provide the best value to the DNR.

**2.27 Definition of Contract**

The full execution of a written contract shall constitute the making of a contract for the goods and services requested by the RFP, and no Contractor shall acquire any legal or equitable rights relative to any contract for goods and/or services until a separate written contract, with terms and conditions acceptable to the DNR, has been fully executed by the successful Contractor and DNR. By submitting a Bid Proposal, each Contractor acknowledges that selection of a Contractor shall not create any contract or other obligation until a separate written contract has been executed as described above.

**2.28 Choice of Law and Forum**

This RFP and the Resulting Contract will be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Resulting Contract. Contractors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP, or any resulting contract shall be brought in the Iowa District Court for Polk County, if the jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Licensee, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise.

**2.29 Restrictions on Gifts and Activities**

Iowa Code Chapter 68B restricts gifts which may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Contractors are responsible to determine

the applicability of this Chapter 68B to their activities and to comply with the requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

**2.30 No Minimum Guaranteed**

The DNR anticipates that the selected Contractor will provide goods and/or services as requested by the DNR. The DNR does not and will not guarantee any minimum compensation to be paid under any Resulting Contract, or any minimum purchase of a selected Contractor's goods or services. In addition, no guarantee is made that a Contractor will be selected or any contract will be executed as a result of this RFP.

**2.31 Criminal History and Background Investigation**

The Contractor hereby explicitly authorizes the DNR to conduct criminal history and/or other background investigation(s) of the Contractor, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Contractor for the performance of the contract.

**2.32 Award**

DNR will exercise its right to determine and accept all portions of any apparent successful Contractor's proposal, or DNR may chose to reject all bids.

**2.33 Reservation of Rights**

DNR reserves the right to reject any or all offerings presented in a Contractor's proposal, whether included as a response to specifications in this RFP or as an alternative approach, subject to negotiation.

**2.34 Contractor Qualification Requirement**

Prior to execution of a contract with a successful Contractor, the successful Contractor must be qualified to do business with the State of Iowa by registering with the Department of Administrative Services at

[http://das.gse.iowa.gov/procurement/Contractor\\_reg.html](http://das.gse.iowa.gov/procurement/Contractor_reg.html)

and with the Secretary of State at

<http://www.sos.state.ia.us/business/form.html>

**2.35 Certification of Clean Air and Water**

By the submission of a proposal in response to this RFP, the Contractor certifies as follows:

Any facility which is owned, leased or supervised by the Contractor to be utilized in the performance of this proposed contract order has not been listed on the U.S. Environmental Protection Agency list of violating facilities pursuant to 40 CFR 31.13 and references therein.

The Contractor will promptly notify the DNR, prior to award, of the receipt of any communication from the director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility proposed to be used in the performance of the contract is under consideration to be listed on the EPA list of violating facilities.

The Excluded Parties Listing System is located at <http://www.epls.gov>

**2.36 Ineligible Contractors**

Contractors identified on the Excluded Parties List System at <http://www.epls.gov> are ineligible to submit a bid under this RFP.

Contractors shall fully comply with Subpart C of 2 CFR Part 180, as implemented by, 2 CFR Part 1532 entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)" and 40 CFR 30.13. Contractor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor acknowledges that failing to disclose the information required may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Contractor may access the Excluded Parties List System at <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

**2.37 Utilization of Disadvantaged Business Enterprise.** (40 CFR Parts, 30, 31, 33, 35 and 40.) The new EPA Disadvantaged Business Enterprises (DBE) rule became effective on May 27, 2008. The new DBE rule sets forth an EPA program that serves the compelling government interest of remedying past and current racial and gender discrimination through agency-wide procurement objectives. The new DBE rule revises and replaces EPA's Minority and Women Business Enterprise (MBE/WBE) Program. Because funds for this project are provided through EPA financial assistance, the new DBE rule requirements apply to this RFP, resulting contracts and any subcontracts or subagreements. Contractors may access the EPA DBE rules at <http://www.epa.gov/osbp/pdfs/dbe/final%20dbe%20rule.pdf>

EPA's rule states that entities receiving EPA financial assistance award a "fair share" of subagreements to minority (MBE) and women-owned businesses (WBE), collectively known as Disadvantaged Business Enterprises (DBEs). Only work performed by federally certified DBEs can be counted toward the goals. The DNR has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

Iowa	MBE	WBE
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Supplies	0.6%	05.6%
Equipment	2.5%	10.4%
Services	2.5%	11.3%
Construction	1.7%	02.2%

Good Faith Efforts (40 CFR, Part 33, Subpart C – Pursuant to 40 CFR, Section 33.301)

Under the DBE rule, DNR must require its Contractors to employ good faith efforts. The good faith efforts are listed below:

- Contractors shall ensure DBEs are made aware of subcontracting opportunities to the fullest extent practicable through outreach and recruitment activities.
- Contractors shall make information on forthcoming opportunities available to DBEs and arrange time frames for subcontracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- Contractors shall consider in the subcontracting process whether to divide total requirements when feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- Contractors shall consider subcontracting with a consortium of DBEs when feasible.
- Contractors shall use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

#### Procedures for Implementation

The following information must be contained in solicitation documents for contracts pursuant to 40 CFR Part 33.

The Contractor must comply with the requirements, terms and conditions of EPA's policy to award a fair share of subagreements to DBEs. The Contractor commits itself to taking good faith efforts contained herein. Contractors will take good faith efforts prior to submission of proposals.

- A. When feasible, segmenting total work requirements to permit maximum DBE participation.
- B. Assuring that DBEs are solicited whenever they are potential sources of goods or services. This step may include:



1) Sending letters or making other personal contacts with DBEs. DBEs should be contacted when other potential subcontractors are contacted, within a reasonable time period to closing date for receipt of initial offers. Those letters or other contacts should communicate the following:

- a) Specific description of the work to be subcontracted.
- b) How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;
- c) Date the quotation is due to the bidder/Contractor;
- d) Name, address, and phone number of the person in the bidder/Contractor's firm whom the prospective DBE subcontractor should contact for additional information.

2) Sending letters or making other personnel contacts with local, state, federal, and private agencies and DBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to DBE firms.

C. Where feasible, establishing delivery schedules which will encourage participation by DBEs.

#### Determination of Compliance

It is to be noted that Contractors must demonstrate compliance with DBE requirements in order to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:

- A. Names, addresses, and phone numbers of DBEs expected to perform work.
- B. Work to be performed by the DBEs.
- C. Aggregate dollar amount of work to be performed by DBEs, showing aggregate to DBEs separately.
- D. Description of contacts to DBE organizations, agencies, and associations which serve DBEs, including names of organizations, agencies and associations and dates of contacts.
- E. Description of contacts to DBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, etc.) and dates of contacts.

All Contractors must be prepared to document the good faith efforts taken to utilize DBEs. All Contractors must instruct their subcontractors to complete and sign EPA Form 6100-3 "DBE Subcontractor Performance Form" and Contractors

must submit this form as part of their proposal. EPA Form 6100-4 "DBE Subcontractor Utilization form" must be completed and signed by Contractors and submitted as part of their proposal. **EPA forms 6100-3 and 6100-4 must be submitted with the bid proposal along with documentation demonstrating compliance with the good faith efforts for DBE participation in order to be deemed responsible.**

In addition, all Contractors must provide all subcontractors with EPA form 6100-2 "DBE Program Subcontractor Participation Form." EPA form 6100-2 gives a DBE subcontractor the opportunity to voluntarily describe the work the DBE subcontractor received from the Contractor how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have, for example reasons why the DBE subcontractor believes it was terminated by the Contractor. If DBE subcontractors decide to submit this form, they may send completed copies of EPA Form 6100-2 to Chester Stovall, DBE Coordinator, Small Business Utilization, US EPA Region VII, 901 East 5<sup>th</sup> Street, Kansas City, KS 66101-2728. Email: [Stovall.chester@epa.gov](mailto:Stovall.chester@epa.gov)

#### DBE Websites

In Iowa, DBEs must be certified through the Iowa Department of Transportation (IDOT). Information on certification requirements and a list of certified DBEs is on the IDOT website at:

[http://www.iowadot.gov/contracts/contracts\\_eeoaa.htm](http://www.iowadot.gov/contracts/contracts_eeoaa.htm)

IDOT DBE list by name:

<http://www.ia.bidx.com/lettings/dbealpha.pdf>

IDOT DBE list by work type:

<http://www.ia.bidx.com/lettings/dbework.pdf>

To locate certified DBEs outside of Iowa, you may access the US DOT DBE website at:

<http://osdbu.dot.gov/DBEProgram/index.cfm>

## 2.38 Historical and Archeological Finds

If, during the course of contracting services, evidence of deposits of historical or archeological interest is found, the contractor shall cease operations affecting the find. The contractor shall then notify the DNR Project Manager, who shall in turn notify the State Historic Preservation Office (SHPO). The DNR Project Manager shall consult with the SHPO and other interested parties to determine the proper course of action regarding the discovery. No further disturbance of the deposits shall ensue until the DNR Project Manager determines that the project activities in that area may proceed. Compensation to the contractor, if any, for lost time or

changes in activities to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

Authority for this derives from the National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*) and 36 CFR Part 800. If human remains are discovered then state law also applies IC 263B.

### **Section 3**

#### **Format and Content of Bid Proposals**

**3.1. Instructions**

These instructions prescribe the format and content of the Bid Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the disqualification of the Bid Proposal.

- 3.1.1.** The Bid Proposal shall be typewritten on 8.5" x 11" paper (double sided only). One copy also shall be submitted on a CD-ROM.
- 3.1.2.** The Bid Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Bid Proposal shall be sealed in an envelope and each individual Technical Proposal and Cost Proposal within the Bid Proposal shall be in a sealed envelope. If multiple envelopes for each Bid Proposal are used, the envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

**RFP: ESD7532KAnde120225**  
**LUST Trust Fund Project**  
**Karen Anderson, Issuing Officer**  
**Iowa Department of Natural Resources**  
**502 East 9<sup>th</sup> Street**  
**Des Moines, IA 50319-0034**  
**TO BE OPENED BY THE ADDRESSEE ONLY**

Additionally, all proposal bid envelopes and proposal documents shall be clearly labeled with the following information: **Contractor's name and address; Contractor's Contact Person and Telephone, Proposal Bid Due Date, Original (or Copy), Technical Proposal or Cost Proposal.**

The DNR shall not be responsible for misdirected packages or premature opening of Bid Proposals if a Bid Proposal is not properly labeled.

- 3.1.3.** One (1) original (containing original signatures) and three (3) copies of the Bid Proposal, each in a sealed envelope, shall be timely submitted to the Issuing Officer. The original proposal shall be clearly labeled with the words "original proposal" on both the outside envelope and on the proposal document. The copies of the proposal shall also be clearly labeled with the words "copy proposal" on both the envelope and on the proposal document. Hand-carried proposals may be delivered to the Issuing Officer. Whether mailed or hand-carried, proposals must also show the Contractor's return name and address on the outside of the envelope.
- 3.1.4.** If the Contractor designates any information in its proposal as confidential pursuant to section 2.21, the Contractor also must submit one (1) hard copy

and one CD of the Bid Proposal from which confidential information has been excised as provided in section 2.21.

**3.1.5.** Bid Proposals shall not contain promotional or display materials.

**3.1.6.** Attachments shall be referenced in the Bid Proposal.

**3.2 Technical Proposal**

The following documents and responses shall be included in the Technical Proposal in the order given below. For the Contractor's convenience, and to facilitate the review process, Contractors are requested to complete the Technical Proposal Checklist provided as Attachment 5, to ensure that all items in Sections 3.2 are submitted, and to use Attachment 4 as a title page for its responses to 3.2. Failure to submit these items shall result in rejection of the Bid Proposal as unresponsive.

**3.2.1 Transmittal Letter**

An individual authorized to legally bind the Contract shall sign the transmittal letter. The letter shall include the Contractor's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of section 2.20.

**3.2.2 Table of Contents and Pagination**

The Contractor shall include a table of contents of its Bid Proposal and shall paginate the Bid Proposal.

**3.2.3 Executive Summary**

The Contractor shall prepare an executive summary (no more than 5 pages in length) and overview of the goods and services it is offering, including all of the following information:

**3.2.3.1** Statements that demonstrate that the Contractor has read, understands and agrees with the terms and conditions of the RFP and the proposed contract.

**3.2.3.2** An overview of the Contractor's plans for complying with the requirements of this RFP.

**3.2.3.3** Explanation of the process to complete all project Tasks, provide Deliverables and obtain the State's acceptance.

**3.2.3.4** Any other summary information the Contractor deems to be pertinent such as why its proposed approach best supports the requirements of the RFP.

**3.2.4 Work Plan**

Contractor proposals shall include a detailed Work Plan (no more than 25 pages) explaining how the Contractor intends to complete all Tasks listed in the Scope of Work, provide the Deliverables, and obtain the State's acceptance of all Deliverables. The Work Plan shall include, but is not limited to:

**3.2.4.1 *Proposed Method of Performance.*** (Please mark this section of your technical proposal as "Method of Performance".) Proposals will be

evaluated based on the Contractor's distinctive plan for performing the requirements of the RFP. It is not sufficient for the Contractor to repeat the exact RFP language, or to present a paraphrased version, as an original idea for a technical approach.

**3.2.4.1.1** The Contractor shall present a written narrative which demonstrates the method or manner in which the Contractor proposes to satisfy the requirements of the scope of work. A sequential step-by-step description of tasks that are proposed to accomplish the scope of work shall also be provided. Separate narratives should be provided for Develop Site Specific Work Plans, Schedules and Budgets for LUST Cleanup Activities/Site Safety, Quality Assurance Project Plans, UST Closure, Tier 1 Site Assessment, Tier 2 Site Assessment, Tier 3 Site Assessment, Corrective Action (Soil Excavation Activities, Corrective Action Design Report, Free Product Recovery, Receptor Removal and Replacement, Institutional Control or Environmental Covenant), Site Monitoring, Monthly Progress Reports, No Further Action Certificate, and Equipment. The language of the narratives must be straightforward and limited to facts, solutions to problems, and plans of proposed action.

**3.2.4.1.2** The scope of work for the contemplated contracts is enclosed with this RFP. The DNR reserves the right to excerpt all or any portion of the unsuccessful technical proposal for use as final contract language in the events conditions so warrant.

**3.2.4.2** ***Contractor Background Information.*** (Please mark this section of your technical proposal as "Contractor Background Information".)  
The Contractor shall provide the following general background information:

Name, address, telephone number, fax number and e-mail address of the Contractor including all d/b/a's or assumed names or other operating names of the Contractor.

Form of business entity, *i.e.*, corporation, partnership, proprietorship, 'limited liability company', and whether the entity is registered as a Targeted Small Business.

State of incorporation, state of formation, or state of organization.

Identification and specification of the location(s) and telephone numbers of the major offices and other facilities that relate to the Contractor's performance under the terms of this RFP.

Local office address and phone number (if any).

Number of employees.

Type of business.

Name, address and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning this Bid Proposal.

Name, address and telephone number of the Contractor's representative to contact regarding scheduling and other arrangements.

Name and qualifications of any subcontractors who will be involved with this project.

Identify the Contractor's accounting firm.

The successful Contractor will be required to register to do business in Iowa. If already registered, provide the date of the Contractor's registration to do business in Iowa and the name of the Contractor's registered agent.

The Contractor shall include similar information for any subcontractors to be engaged in any projects under this contract.

**3.2.4.3 *Expertise of Personnel Responsible for the Project.*** (Please mark this section of your technical proposal as "Expertise of Personnel Responsible for the Project".)

The qualifications of the personnel proposed by the Contractor to perform the requirements of the RFP will be considered in the evaluation. Therefore, the Contractor must submit detailed information related to the experience and qualifications of the staff proposed.

The Contractor must: (1) identify the Iowa certified groundwater professional who will be responsible for the supervision of field staff and completion of the activities identified in the Scope of Work and include a copy of the Iowa certified groundwater professional's current certificate. In addition, the Contractor must provide: (2) a list of all personnel assigned to the project and what they will do; (3) an organizational chart showing the staffing and lines of authority for the personnel to be used; and (4) a resume including references and detailing educational qualifications and previous work assignments as may relate to the RFP for all personnel assigned to the project.

**3.2.4.4 *Location, Equipment and Facilities.*** (Please mark this section of your technical proposal as "Location, Equipment, and Facilities".) The Contractor must provide a list of the geographic location of (1) personnel, (2) equipment, (3) state certified lab conducting analytical work, (4) and facilities needed for the successful accomplishment of work.

The Contractor must document (5) equipment capable to operate Tier 1 and Tier 2 software.

**3.2.4.5 *Experience and Reliability of the Personnel Responsible for the Project.*** (Please mark this section of your technical proposal as “Experience and Reliability of Personnel Responsible for the Project”.) The proposal must contain the following information on the Contractor, as well as on any subcontractors to be used.

Experience and reliability of the personnel identified in the “Expertise of Personnel Responsible for the Project” is considered in the evaluation process. Therefore, the Contractor is advised to submit any information which documents successful and reliable experience of these personnel in past performances, especially those performances related to DNR's applicable rules and guidance:

- How many closures, Tier 1 Reports, Tier 2 Reports, Corrective Action Design Reports (CADR), Free Product Recovery Reports, and Site Monitoring Reports (SMR) has the responsible certified groundwater professional prepared?
- By report category (excluding Free Product Recovery Reports and Site Monitoring Reports), provide the percent of reports that have been accepted by DNR with the initial submittal.
- What proportion of the project manager's time will be allocated to this project, and how many other projects will be under the manager's direction during the life of this project?
- Describe your project tracking system used to assure compliance with due dates for closures, Tier 1 Reports, Tier 2 Reports, CADRs, Free Product Recovery Reports, and SMRs?
- A statement that describes what methods the project manager will use to ensure reports are submitted as scheduled. The DNR will require submission of work progress status reports on a monthly basis.

The Contractor must provide the following information related to at least three and not more than five contracts recently completed by the office and personnel who will carry out the terms of this contract. The completed contracts must include a broad range of LUST activities, including closure, Tier 1 and Tier 2 assessments, CADRs, Free Product Recovery Reports, and SMRs.

- Registration No.
- LUST No.



- Name, address, and telephone number of Contractor and a contact person who may be contacted for verification of all data submitted.
- Date and cost of contract.
- A brief, written description of the specific services performed and requirements thereof.
- Number of time extensions requested and was the project completed as scheduled.

**3.2.4.6**      ***Commitment to the Project.*** (Please mark this section of your technical proposal as “Commitment to the Project”.)

- Number of personnel available for this project.
- How long has Contractor been doing the type of work described in the Scope of Work?
- Describe the experience of the personnel listed in “Expertise of Personnel Responsible for the Project” to maintain the schedules on past LUST projects.

**3.2.4.7**      ***Financial Information.*** (Please mark this section of your technical proposal as “Financial Information”.) The Contractor must provide the following financial information:

- Submit audited financial statements for the last 3 years, or for the life of the company, whichever time frame is shorter.
- Provide a minimum of three (3) financial references.

The Contractor shall include similar information for any subcontractors to be engaged in any projects under this contract.

**3.3**      **Termination, Litigation, Debarment**

The Contractor must provide the following information:

- During the last five (5) years, has the Contractor had a contract for goods and/or services terminated for any reason, or has the Contractor received a notice of breach, notice of default, or similar notice? If so, provide full details related to the termination or notice.
- During the last five (5) years, describe any damages or penalties or settlements pertaining to contract disputes under any of the Contractor’s existing or past contracts as it relates to for goods and/or services performed that are similar to the goods and/or services contemplated by this RFP. If so, indicate the reason for the penalty, damages or exchange

of property, goods, or services and the estimated amount of the cost of that incident to the Contractor.

- During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity.
- During the last five (5) years, list and summarize of all litigation, threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party. The Contractor must also state whether it or any owners (other than general public stockholders), officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid Proposal or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a Bid Proposal, and with respect to the successful Contractor after the execution of a contract, must be disclosed in a timely manner in a written statement to the Lead Agency.
- During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the Contractor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.

The Contractor shall include similar information for any subcontractors to be engaged in any projects under this contract.

### **3.4 Acceptance of Terms and Conditions**

The Contractor shall specifically agree that the Bid Proposal is predicated upon acceptance of all terms and conditions stated in the RFP. If the Contractor objects to any term or condition, the Contractor must specifically refer to the RFP page, and section. Objections or responses that materially alter the RFP may be deemed non-responsive and disqualify the Contractor. See Section 6 for further information and additional requirements.

### **3.5 Certification Letter**

The Contractor shall sign and submit with the Bid Proposal, the document included as Attachment #1 (Certification Letter) in which the Contractor shall make the certifications included in Attachment #1.

### **3.6 Authorization to Release Information**

The Contractor shall sign and submit with the Bid Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Contractor authorizes the release of information to the DNR.

### **3.7 Firm Bid Proposal Terms**

The Contractor shall guarantee in writing the availability of the goods and/or services offered and that all Bid Proposal terms, including price, will remain firm for a minimum of **180** days following the deadline for submitting Bid Proposals.

**3.8 Bid Proposal Security**

A bid bond in the amount of \$5,000 is required.

**3.9 Certification of Anti-Lobbying**

(Please mark this section of your Technical Proposal as "Certification of Anti-Lobbying." And include Certification Regarding Lobbying form and Disclosure of Lobbying Activities form, if applicable.)

- The Contractor acknowledges that if any expenditure is made as prohibited by the Act, that he/she shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- The Contractor further acknowledges that failure to file or amend the disclosure form if required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- The Contractor also agrees to include the language of the certification in the award documents for all subawards at all tiers (including subcontracts) and that all subrecipients shall certify and disclose accordingly.

**3.10 DBE Subcontractor Utilization**

(Please mark this section of your Technical Proposal as "DBE Subcontractor Utilization" and include the DBE Subcontractor Utilization form.) If you are not a DBE and will not be subcontracting work, please state "no subcontracting" on the DBE Subcontractor Utilization Form. If you subcontract for any work, you should use a DBE or document your efforts to do so. Failure to provide this information will eliminate your proposal from consideration.

**3.11 DBE Documentation.** (Please mark this section of your Technical Proposal as "DBE Documentation.") In order to adequately document your efforts to utilize DBEs, you must make contact with DBEs and provide documentation of your contact(s). It is not adequate to say "I do not know of DBE; therefore, I did not contact one." See *Utilization of Disadvantaged Business Enterprises*.

**3.12 DBE Subcontractor Performance.** (Please mark this section of your Technical Proposal as "DBE Subcontractor Performance" and include the DBE Subcontractor Performance form.)

**3.13 Cost Proposal**

The Contractor shall provide its cost proposal in a separately sealed envelope for the proposed services. See Attachment 8. In addition, the Contractor shall provide its costs in an Excel spreadsheet which is provided in Attachment 24. The Excel spreadsheet of costs shall also be copied on a CD-ROM and shall be included in the separately sealed envelope with the cost proposal in paper format (Attachment 8).

Each cost proposal shall contain a detailed breakdown of the monetary cost accorded by the Contractor to each of the Tasks described in the Scope of Work. Each cost proposal shall be submitted in the form designated in Attachment 8, "*Cost Proposal*." The "*Cost Proposal*" in paper format (Attachment 8) and the cost proposal in Excel spreadsheet format copied on a CD-ROM (Attachment 24) are the only documents on which specific pricing or reference to pricing or costs shall appear.

#### Cost Proposal Instructions:

The cost proposal shall include a detailed itemized cost statement. The Contractor must also include an itemized listing of all other expenses or fees that are expected to be paid by the DNR. These are subject to review and negotiation.

#### A. Presentation of Costs

A summary of the proposed costs for each phase must be presented in the format as shown in Attachment 8. The work will be performed on a site specific basis, and a total "not to exceed" limit. Pricing for any additional work not completed in the approved budget will be based on the data presented in Attachment 8.

The prices submitted are for the types of services necessary to complete the scope of work for this RFP. Actual budgets will be site specific. Your proposal will be evaluated based upon the unit rates provided, rates for additional units, and total costs for the scenarios presented. Rates will be based on the number of tanks, tank sizes, number of samples, borings, wells, and pathways evaluated. Rates will include all services necessary to satisfy the contract requirements.

Standard unit rates that the Contractor will charge for services not identified in this RFP, but which may be necessary for completion of the contract requirements, must be included in your cost proposal. For purposes of evaluation, the following should be noted by each Contractor.

- 1) Developing Site Specific Work Plans, Schedules and Budgets for LUST Cleanup Activities/Site Safety for sites included in the LUST Trust Fund Project: Includes research and file review, site visits, mobilization/demobilization costs, mileage, all equipment, GPS (lat/long) location of sites (optional), obtaining a before and after photo of the site (optional), obtaining Right of Entry and Indemnity Agreements from each property site owner; staff time involved in obtaining site access and developing a site specific work plan for cleanup activities with emphasis on those activities which can move the site to closure expeditiously.
- 2) Tank Closure Costs: Includes mobilization/demobilization costs, all equipment, staff time, all required permits, notifications, and utility locates, tank closure, piping closure, disposal of residues and rinsates for cleaning, purging, removal, disposal, vapor analysis, backfill and compaction, and surface restoration, on a tank size basis. For closure in place, also include notification of appropriate fire prevention departments and flowable mortar or concrete costs.

- 3) Sample Costs: Includes obtaining sample, laboratory analyses, QA/QC, trip blanks, free product recovery, reporting, and all project management/staff time to incorporate sample information in required reports, on a per-sample basis.
- 4) Report Preparation Costs: Includes all staff time to collect, review and assimilate information into necessary reports, including written and oral reporting requirements, all analytical and observed documentation, record searches when required, regulatory communications, and mapping. Types of reports include: Tank Closure, Tier 1, Tier 2, Site Monitoring, Free Product Recovery, and Expedited and other Corrective Actions.
- 5) Disposal Costs:
  - a. Tank contents. Includes costs to remove, containerize if necessary, and properly dispose of contents of tank, not including rinsate, on a per gallon basis.
  - b. Contaminated backfill. Includes all costs associated with removal, hauling, and disposal/treatment of all contaminated soils required to be removed at time of tank closure and/or as part of corrective action, including all field testing, supervision, and reporting requirements, on a cubic yard basis.
- 6) Boring Costs: Includes all staff time and equipment to properly install, log, sample and properly abandon each soil or rock boring, including obtaining permits and site access, utility locates, accurate elevation surveys, and appropriate cuttings disposal and surface restoration on a per boring basis, assuming 25 ft. deep borings and a per foot basis for depth greater than 25 ft.
- 7) Monitoring Wells Costs: Includes all staff time and equipment to properly convert a boring into a monitoring well, including the completion of monitoring well construction diagrams documenting well construction, static water level, well development, proper disposal of development water, hydraulic conductivity measurements as appropriate, and a weather sealed locking cap, on a per well basis, assuming a 25 ft. depth basis and a per foot basis for depths greater than 25 ft.
- 8) Pathway Evaluation Costs: Includes all staff time and equipment necessary to conduct field analysis, sampling, monitoring, and inspections sufficient to evaluate each pathway and all potential receptors impacted on a per pathway basis.
- 9) Soil Gas Costs: Includes all staff time and equipment and laboratory analysis necessary to properly obtain, evaluate and document soil gas levels followed by confirmation sampling at specific locations, including QA/QC, and shipping costs on a per sample basis.
- 10) Material and Equipment. Materials to be acquired for the performance of this work must be identified and priced to a reasonable level of detail. Equipment to be used must also be identified, and if use charges are to be assessed and submitted for payment, the age and condition of the equipment must be described.

B. The agreed final cost of work will be the firm fixed cost for the project. Only additions confirmed by an approved written change order will be allowed. Clarification of information submitted or additional comment requests based on the scope of work will be the responsibility of the Contractor without additional compensation.

**C. Should the Contractor or DNR request additional work, change order authorization must be given in writing by DNR to the Contractor prior to initiation of the activity.** Prices as used herein shall fix the level of additional compensation that will be paid.

D. All costs, including subcontractors, independent contractors or other parties providing service or products required by the Scope of Work, shall be included.

## **Section 4**

### **Scope of Work Requirements**

#### **4.1 Overview**

The DNR reserves the right to determine whether the supportive materials submitted by the Contractor demonstrate the Contractor will be able to comply with the Mandatory Requirements. If the DNR determines the supportive materials do not demonstrate the Contractor will be able to comply with the Mandatory Requirements, the DNR may disqualify the Bid Proposal. The successful Contractor shall be obligated to provide all goods and/or services specified in this Section.

The successful Contractor shall provide the goods and/or services to DNR using the Contract in accordance with the specifications and technical requirements as provided in this Section. The Contractor shall address each requirement in this Section and indicate whether or not it will comply with the requirement. If the context requires more than a yes or no answer or the section specifically indicates, the Contractor shall explain how it will comply with the requirement. Proposals must address each requirement. Merely repeating the requirements may be considered non-responsive and may disqualify the Contractor. Proposals must identify any deviations from the requirements of this RFP or requirements the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the requirement(s) of this section, the DNR may reject the Proposal.

#### **4.2 Purpose of RFP**

The purpose of this RFP is for the DNR to obtain proposals to provide the services necessary to complete the objectives of the LUST Trust Fund Project (Project). Services that will be required are to develop site specific plans and perform site cleanup activities at sites selected by and assigned to the Contractor by the DNR and then implementing the planned activities necessary to move LUST sites to a “no action required” site classification (NAR). Activities may include permanent closure of USTs as part of corrective action, Tier 1, Tier 2 and Tier 3 site assessments, DNR approved soil excavations, free product removal, longer term remediation design and implementation, monitoring and other site cleanup related activities.

The Iowa Department of Natural Resources (DNR) is issuing a Request for Proposal (RFP) for Contractors whose work will be supervised by an Iowa certified groundwater professional. Contracts will be awarded to two Contractors for work to be performed on specific sites chosen by DNR for the Project. Specific sites to be included in the Project are noted within, but may change depending on eligibility or other factors.

The DNR intends to award two contracts to two separate Contractors. Each contract shall be for the amount not to exceed \$100,000 for duration of one year. DNR shall have the sole option to extend each contract for five (5) subsequent one year periods, adding up to no more than six years total for the life of the contract. The purpose of the five (5) potential one-year extensions is to utilize

additional federal EPA LUST Trust funds should such funds be grant to the DNR for corrective action at approved LUST sites. (However, at this time, the DNR has secured \$100,000 for a one-year period.) Each one-year extension shall be for the amount not to exceed \$100,000 for a total amount not to exceed \$600,000 for the life of the contract. Any Contractor-specific contract resulting from the RFP shall not be an exclusive contract.

Following execution of contracts, the DNR will identify and assign site specific projects to each Contractor. The DNR retains sole discretion in selecting which Contractor to retain and assignment of site specific projects to be undertaken. Sites and site specific projects may be added to a single contract within the sole discretion of the DNR. Multiple Contractors may be selected for site specific activities or different phases of a project at any individual site. The DNR may request Contractors to submit work plans and/or budget proposals for site specific projects, site specific activities or site specific phases of a project as part of the project assignment process.

The Scope of Work may change based on requests by DNR or the Contractor during the contract period, subject to approved change orders. The Scope of Work upon which your proposal will be based and which shall serve as a basis for negotiation of any resultant contract is set forth in this section. Contractors are requested to submit technical and cost proposals for the work requested. The DNR retains the right to accept or reject any proposal for any reason.

#### **4.3 Background**

The Iowa Department of Natural Resources (DNR), in partnership with the US Environmental Protection Agency (EPA), is soliciting proposals from qualified Contractors to provide the services necessary to complete the objectives of the LUST Trust Fund Project (Project). The DNR has identified a group of LUST sites located in Iowa where permanent UST closure, soil excavation, longer term remediation, monitoring or other site cleanup activities are desirable or where site assessment is necessary to assign a risk classification and determine what further corrective action is necessary to classify the site as “No Action Required” (NAR) under application of DNR rules, 567—Chapter 135 (455B) of the Iowa Administrative Code. The current owner of the property may be unable or unwilling to complete UST closure, corrective action, environmental assessment or other site cleanup related activities due to the costs. The owner/operator of the USTs or other responsible party may also be unknown or unavailable. The Project will be funded through a federal grant, provided by the EPA with emphasis to be placed on monitoring activities.

Two Contractors will be selected for the Project. The Contractors will be selected based upon their technical qualifications, their demonstrated ability to complete similar project work quickly and on schedule, and upon the proposed costs submitted for each of the activities identified. Prior to any work being approved for any individual site, a site specific budget will be negotiated and must be pre-approved based upon the services necessary at each site. Additional sites may be added to the list identified in this RFP. Contractors will only be requested to conduct activities at sites within the Project. The type and complete scope of site



cleanup activities will vary. DNR files will need to be reviewed by the selected Contractors. If information is not available in the DNR files, the Contractor will need to contact the current UST owner/operator, property owner or conduct an on-site inspection of the site to determine the type and scope of site cleanup activities to be performed at the LUST site.

#### **4.4 Description of Scope of Work.**

DNR seeks to obtain Contractors to perform the tasks listed below. The tasks to be performed must be supervised by an Iowa Certified Groundwater Professional. A listing of Iowa Certified Groundwater Professionals may be found at:

<http://www.iowadnr.gov/portals/idnr/uploads/ust/gwplistname.pdf?amp;tabid=670>

The Contractors must comply with applicable DNR rules in chapter 567 Iowa Administrative Code (IAC) 135.

DNR rules in chapter 567 Iowa Administrative Code (IAC) 135 may be found at:

[http://search.legis.state.ia.us/NXT/gateway.dll/ar/iac/5670\\_environmental%20protection%20commission%20\\_5b567\\_5d/1350\\_chapter%20135%20technical%20standards%20and%20corrective\\_2e/c\\_5670\\_1350.xml?f=templates\\$fn=default.htm](http://search.legis.state.ia.us/NXT/gateway.dll/ar/iac/5670_environmental%20protection%20commission%20_5b567_5d/1350_chapter%20135%20technical%20standards%20and%20corrective_2e/c_5670_1350.xml?f=templates$fn=default.htm)

Contractors must utilize proper analytical methods and certified laboratories. A list of certified laboratories and analytical methods may be found at:

<http://www.iowadnr.gov/InsideDNR/RegulatoryLand/UndergroundStorageTanks/LeakingUndergroundTanks/CertifiedLabsMethods.aspx>

Contractors must also comply with all applicable DNR software, guidance documents, forms, RBCA updates and web postings

Internet link to general information about DNR UST Program:

<http://www.iowadnr.gov/InsideDNR/RegulatoryLand/UndergroundStorageTanks.aspx>

Internet links to LUST Software, Guidance and Forms:

<http://www.iowadnr.gov/InsideDNR/RegulatoryLand/UndergroundStorageTanks/LeakingUndergroundTanks/LUSTSiteAssessment.aspx>

<http://www.iowadnr.gov/InsideDNR/RegulatoryLand/UndergroundStorageTanks/LeakingUndergroundTanks/LUSTForms.aspx>

A hard copy of all plans, reports, or other written deliverables must be submitted to DNR even if an electronic copy is submitted. All deliverables containing analytical data must include a diskette or electronic file of the required excel

spreadsheets for oxygenates MTBE, 1,2-DCA, and EDB. A copy of the required spreadsheet format is included in Attachments 16, 17 & 18.

The major tasks the Contractors will be expected to perform during the contract are as follows:

**Task 1: Develop Site Specific Work Plans, Schedules, and Budgets for LUST Cleanup Activities/Site Safety**

Upon submittal of the signed contract, the Contractor shall prepare site specific work plans, schedules, and budgets for LUST cleanup work activities to be conducted at each site selected by and assigned to the Contractors by the DNR.

The Contractor shall provide DNR with a schedule of events which includes the dates the expected events are to occur during the course of the project. Time extensions must receive prior approval from DNR. Good faith efforts will be considered when granting extensions. Adherence to scheduled start-up duties for individual tasks and early detection of potential delays will be considered when determining good faith efforts. Liquidated damages of \$250 per day shall be assessed beyond the original or extended deadline until all tasks are completed. The **liquidated damages** approximate the reasonable amount of damages to the LUST Trust Fund Project anticipated by DNR for delays in not completing the required work on time.

The site specific work plans and budgets should include a brief summary description of work activities to be completed, a schedule for the completion of site specific work activities, and the associated costs. These site specific plans may include permanent tank/piping closure activities, Tier 1, Tier 2 and Tier 3 assessment reports, soil excavation, free product removal, longer term remediation, receptor removal or replacement, site monitoring and other site cleanup related activities. Suggested records to review in preparation of the site specific LUST cleanup activity plans are DNR tank records, state and local fire marshal records, Sanborn maps, air photos, city directories and other historical records. For sites where activities were completed under the previous LUST ARRA project, the Contractor should also review closely the RFP Site List, the most recent report submitted to DNR and any associated DNR correspondence, as well as the latest DNR approved monitoring plan.

The Contractor firm shall be responsible for obtaining separate site Right of Entry and Indemnity Agreements from each property owner where the LUST cleanup activities will be performed. These agreements must be in place before intrusive site activities are initiated.

The Contractor firm may be responsible for obtaining a GPS (latitude and longitude) location of each project site and a before and after photograph of the site.

The Contractor firm shall be responsible for maintaining a safe job site with operational employees thoroughly knowledgeable and properly trained in

hazards associated with the removal of USTs and other intrusive site cleanup activities including, but not limited to, excavation, drilling, sampling, free product removal, and remediation system installation, operation, and maintenance. At a minimum this would include:

- Obtain signed Right of Entry and Indemnity Agreement from property owner.
- Compliance with OSHA Health and Safety Standards - 29 CFR 1926/1910.
- Compliance with federal and state regulations governing the proper storage, removal, transportation, and disposal of hazardous materials (liquids/sludges).
- Compliance with state regulations which make it obligatory to report the release of petroleum products or hazardous materials.
- Develop site safety plan and make it available for review by operational employees.
- Instructions on methods to detect hazardous materials: atmospheric testing/sampling procedures.
- Health hazards associated with exposure to hazardous materials.
- Instruction for hazardous materials handling.
- Personal protective gear.
- Respirator training/respiratory protection.
- Emergency response procedures
- First Aid/CPR
- Electrical hazards
- Iowa One Call utility notification procedures and requirements

### **Task 2: Quality Assurance Project Plans**

The Contractor firm shall develop a quality assurance project plan that documents the type and quality of the data needed for environmental decisions and describe the methods for collecting and assessing those data. The quality assurance project plan must be available for review by DNR upon request. Guidance for preparation and plan requirements may be found:

EPA Guidance for Quality Assurance Plans--- <http://www.epa.gov/quality/qs-docs/g5-final.pdf>

EPA Requirements for Quality Assurance Project Plans--  
<http://www.epa.gov/quality/qs-docs/r5-final.pdf>

### **Task 3: UST Closure**

These activities shall be completed only when directed by DNR and costs are pre-approved by the DNR. **All permanent underground storage tank (UST) closures shall be conducted by an Iowa licensed UST remover.** A list of Iowa licensed UST removers may be found at:

<http://www.iowadnr.gov/portals/idnr/uploads/ust/proftankremovers.pdf?amp:tabid=668>

**All permanent UST closures shall be conducted based on current DNR UST Closure guidance and forms.** DNR UST Closure Guidance may be found at:

<http://www.iowadnr.gov/portals/idnr/uploads/ust/removalguide.pdf?amp;tabid=676>

DNR UST Closure Forms may be found at:

<http://www.iowadnr.gov/InsideDNR/RegulatoryLand/UndergroundStorageTanks/USTOwnersOperators/TankClosureInformation.aspx>

Tank/Piping Removal. Complete the permanent closure of regulated USTS in compliance with DNR rules and guidance. Provide notification of intended UST closure activity by submitting DNR Form 542-1308 "Notification of Closure or Change-in-Service" to the DNR at least 30 days before closure activities begin. Internet link:

<http://www.iowadnr.gov/portals/idnr/uploads/forms/5421308.pdf?amp;tabid=676>

Secure local permits and notify local fire prevention departments. Conduct initial site work.

- Provide oral confirmation of closure date to the DNR field office 24 hours prior to actual closure to confirm the removal date.
- Perform UST closure activities including proper removal and disposal of liquids and residues from the UST system; disconnect and remove all tank and piping fixtures; purge, clean, remove and dispose of the UST and piping; conduct organic vapor analysis and soil and groundwater sampling (Sampling activity must be supervised by a certified groundwater professional); ship samples (refrigerated and protected from freezing during shipment) to an Iowa certified laboratory within 72 hours of collection and instruct the laboratory to analyze for chemicals of concern as specified in Chapter 135, IAC and also the following oxygenates: MTBE, ethylene dibromide (EDB), and 1, 2-dichloroethane (1, 2-DCA); notify DNR if contamination is found; backfill and compact tank pit with inert clay/sand mixture, sand/bentonite mixture, or comparable materials which will allow adequate compaction of reduced settlement (sand alone is not allowable); plug all temporary monitoring wells; restoration of surface (Contract will not cover the replacement of pavement or other hard surface materials such as concrete or asphalt. Class A road stone may be used to resurface.).
- Submit a copy of the closure confirmation report within 45 days of the tank and/or piping removal. Oxygenates MTBE, EDB and 1,2-DCA will be included in the Closure Report in separate spreadsheets (See Attachments #16, #17 and #18).

Tank/Piping Filling in Place. Complete the permanent closure of regulated USTS by Filling in Place in compliance with DNR rules and guidance. Provide notification of intended Tank/Piping Filling in Place activity by submitting DNR Form 542-1308 "Notification of Closure or Change-in-Service" (indicate *Fill In Place* on the form) to the DNR at least 30 days before closure activities begin. Internet link:

<http://www.iowadnr.gov/portals/idnr/uploads/forms/5421308.pdf?amp;tabid=676>

UST systems must be physically impossible to remove or impair major structures before the department approves "filling in place" activities. Piping should be removed if possible or completely filled with mortar or concrete.

- Provide oral confirmation of closure activities to the DNR field office 24 hours prior to actual sampling or filling in place procedures.
- Properly remove and dispose of liquids and residues from the UST system; disconnect and remove all tank and piping fixtures; purge and clean the UST; conduct sampling activity of soil and groundwater (Sampling activity must be supervised by a certified groundwater professional.); ship samples (refrigerated and protected from freezing during shipment) to an Iowa certified laboratory within 72 hours of collection and instruct the laboratory to analyze for chemicals of concern as specified in Chapter 135, IAC and also the following oxygenates: MTBE, ethylene dibromide (EDB), and 1, 2-dichloroethane (1, 2-DCA); notify DNR if contamination is found; if approved by department, fill tank with inert material; plug all temporary monitoring wells; restoration of surface (contract will not cover the replacement of concrete or asphalt. Class A stone may be used to resurface.).
- Submit closure report within 45 days of filling in place.

#### **Task 4: Tier 1 Site Assessment**

Complete a Tier 1 site assessment and submit a report in accordance with DNR rules and guidance. Lab analysis shall include chemicals of concern as specified in Chapter 135, IAC and also the following oxygenates: MTBE, ethylene dibromide (EDB), and 1, 2-dichloroethane (1, 2-DCA). Oxygenates MTBE, EDB and 1,2-DCA will be reported in separate spreadsheets (See Attachments #16, #17 and #18). These activities will be completed only when directed by DNR and costs are pre-approved by the DNR. See DNR website for Tier 1 Site Assessment guidance, software, documents and forms at:

<http://www.iowadnr.gov/InsideDNR/RegulatoryLand/UndergroundStorageTanks/LeakingUndergroundTanks/LUSTSiteAssessment/Tier1.aspx>

#### **Task 5: Tier 2 Site Assessment**

Complete Tier 2 site assessment and submit a report to the DNR in accordance with Chapter 567--135.10(455B) and Tier 2 site assessment guidance. Lab analysis shall include chemicals of concern as specified in Chapter 135, IAC and also the following oxygenates: MTBE, ethylene dibromide (EDB), and 1, 2-dichloroethane (1, 2-DCA). Oxygenates MTBE, EDB and 1,2-DCA will be reported in separate spreadsheets (See Attachments #16, #17 and #18). These activities will be completed only when directed by DNR and costs are pre-approved by the DNR. See DNR website for Tier 2 Site Assessment guidance, software, documents and forms at:

<http://www.iowadnr.gov/InsideDNR/RegulatoryLand/UndergroundStorageTanks/LeakingUndergroundTanks/LUSTSiteAssessment/Tier2.aspx>

#### **Task 6: Tier 3 Site Assessment**

Complete a Tier 3 site assessment and submit a report to the DNR in accordance with Chapter 567—135.11(455B) and Tier 3 site assessment guidance. Lab analysis shall include chemicals of concern as specified in Chapter 135, IAC and also the following oxygenates: MTBE, ethylene dibromide (EDB), and 1,2-dichloroethane (1,2-DCA). Oxygenates MTBE, EDB and 1,2-

DCA will be reported in separate spreadsheets (See Attachments #16, #17 and #18). These activities will be completed only when directed by DNR and costs are pre-approved by DNR. See DNR website for Tier 3 Site Assessment guidance, software, documents and forms at:

<http://www.iowadnr.gov/InsideDNR/RegulatoryLand/UndergroundStorageTanks/LeakingUndergroundTanks/LUSTSiteAssessment/Tier3RBCA.aspx>

Prior to conducting Tier 3 site assessment activities, the Contractor shall prepare and submit a Tier 3 Work Plan that includes an evaluation of site specific conditions which justify the use of a Tier 3 assessment and a description of the type of work or assessment activities to be conducted.

#### **Task 7: Corrective Action**

Design and implementation of soil and groundwater remediation systems as provided in 567 IAC 135.12 will be completed only when directed by DNR and costs are pre-approved by the DNR. Lab analysis shall include chemicals of concern as specified in Chapter 135, IAC and also the following oxygenates: MTBE, ethylene dibromide (EDB), and 1, 2-dichloroethane (1, 2-DCA). Oxygenates MTBE, EDB and 1,2-DCA will be reported in separate spreadsheets (See Attachments #16, #17 and #18). These activities may be completed under a separate contract when applicable. The corrective action may include but is not limited to the following activities:

##### Soil excavation activities:

- Complete DNR approved soil excavation in accordance with Chapter 567--135.12(11) and guidance and submit an excavation report within 45 days.

##### Corrective Action Design Report

- Prepare a Corrective Action Design Report and submit the report to the DNR in accordance with Chapter 567--135.12(455B). See DNR website for CADR Guidance at:

<http://www.iowadnr.gov/InsideDNR/RegulatoryLand/UndergroundStorageTanks/LeakingUndergroundTanks/LUSTCorrectiveAction.aspx>

##### Free Product Recovery

- Conduct free product recovery and reporting activities when appropriate in accordance with Chapter 567--135.7(5)
- Initiate free product removal, assess the extent of product present, and submit a Free Product Recovery Assessment Report (FPRAR). FPRARs which propose removal systems other than hand bailing or passive skimming systems must be completed and submitted in a format consistent with the department's Corrective Action Design Report.

#### Receptor Removal and Replacement

- Removal of plastic water lines and replacement with iron in accordance with DNR rules and guidance.
- Removal, plugging and replacement of private drinking and non-drinking water wells and public water wells in accordance with DNR rules and guidance. See private well rules in chapters 567 IAC 38, 39 & 49 as well as water well rules in 567 IAC 43.3(7).

#### Institutional Control or Environmental Covenant

- Provide the necessary documentation and obtain certification letters to support use of a local ordinance as an institution control as directed by DNR.

Conduct all activities, subject to land owner approval, necessary to obtain and file an environmental covenant (EC) for the property as directed by DNR. Contractor shall be responsible for preparing the EC, filing the EC with the appropriate county recorder's office, and providing DNR with filed copy of the EC.

#### **Task 8: Site Monitoring**

These activities will be completed only when directed by DNR and costs are pre-approved by the DNR.

Complete site monitoring activities when appropriate in accordance with Chapter 567--135.8. Conduct sample analyses and submit a Site Monitoring Report. Lab analysis shall include chemicals of concern as specified in Chapter 135, IAC and also the following oxygenates: MTBE, ethylene dibromide (EDB), and 1, 2-dichloroethane (1, 2-DCA). Oxygenates MTBE, EDB and 1,2-DCA will be reported in separate spreadsheets (See Attachments #16, #17 and #18).

#### **Task 9: Monthly Progress Reports**

The Contractor will be required to submit one monthly progress report to DNR on the first day of each month for the duration of the contract. Contractor shall use the Monthly Progress Report Example in Attachment #19. The reports shall include information regarding each specific site and all activities included in the LUST Trust Fund Project for which they have been selected, the status and budgets of work completed and/or pending. Reports shall include the following elements:

- a. The total amount of funds obligated to the Contractor during the Reporting Period;
- b. The amount of funds that were invoiced by the Contractor during the Reporting Period;
- c. A detailed list of all projects or activities for which funds were expended or obligated, including:
  - the name of the project or activity;

- a description of the project or activity;
- an evaluation of the completion status of the project or activity; and

d. Any other information reasonably requested by the State of Iowa or required by state or federal law or regulation.

**Task 10: No Further Action Certificate**

Contractor shall conduct all activities to obtain and file No Further Action Certificates as directed by DNR. Contractor shall be responsible for obtaining proper legal description and providing to DNR, obtaining No Further Action Certificate, and filing the certificate with the appropriate county recorder's office.

**Task 11: Equipment**

All equipment acquired by the Contractor under this contract shall be the property of the state of Iowa. All equipment purchases proposed by the Contractor which have a per unit cost greater than \$5,000, must have prior written approval by the DNR. Prior written approval shall be accomplished by the Contractor by submitting a work plan and a specific budget to the DNR. The work plan and budget shall itemize all costs involved, including a detailed description of activities, approximate time to accomplish activities, project management/staff time, photograph(s) of equipment, and the original cost of each piece of equipment to be purchased. DNR must then receive written approval of equipment purchases which have a per unit cost greater than \$5,000 from EPA. After DNR receives approval from EPA, DNR will provide the Contractor with written approval for the purchase.

Contractor shall contact the DNR for prior written approval for decommission/disposition of equipment. Prior written approval shall be accomplished by the Contractor by submitting a work plan and a specific budget to the DNR. The work plan and budget shall itemize all costs involved, including a detailed description of activities, approximate time to accomplish activities, project management/staff time, photograph(s) of equipment, and the original cost of each piece of equipment to be decommission/disposed. DNR must receive written approval from EPA regarding the decommission/disposal of all equipment with a per unit cost greater than \$5,000. After the DNR receives approval and disposition instructions from EPA and approves the work plan and budget submitted by the Contractor, the Contractor shall commence the decommission/disposition of the equipment.



## **Section 5**

### **Evaluation of Proposals**

#### **5.1 Introduction**

This section describes the evaluation process that will be used to determine which Bid Proposal(s) provides the greatest benefit. DNR will not necessarily select the Contractor offering the lowest cost; instead, DNR will select the Contractor whose Responsive Bid Proposal appears to provide the best value to the State. By submission of its proposal, the Contractor hereby consents to the disclosure of its proposal contents to such State evaluators for the purpose of evaluation.

#### **5.2 Evaluation Committees**

DNR intends to conduct a comprehensive, fair, and impartial evaluation of Technical and Cost Proposals received in response to this RFP. DNR will use DNR evaluation committees to conduct an independent review and evaluation of the Technical and Cost Proposals.

#### **5.3 Overview of Evaluation Process**

The DNR shall conduct a preliminary evaluation of all submitted Bid Proposals for disqualification and ineligible contractors. Bid proposals that are timely submitted and not rejected due to disqualification or ineligible contractors, will be evaluated for compliance with the proposed format instructions and responsive and responsible requirements of this RFP. Proposals that do not comply with the Format and Content requirements may be rejected as unresponsive by DNR, without further scoring of the technical proposal. Bid Proposals that are evaluated and deemed responsive which are submitted by Contractors whom are evaluated and deemed responsible by the DNR will be forwarded to the members of the DNR evaluation committees for scoring. All Cost Proposals will remain unopened and separated from the Technical Proposals until the DNR evaluation committee has completed its evaluation of the Technical Proposals.

#### **Disqualification and Ineligible Contractors**

The State will conduct an initial evaluation of proposals for disqualification (reference 2.13 Disqualification section of this RFP) and ineligible contractors (reference 2.35 Ineligible Contractors section of this RFP). **Any proposal determined to be disqualified, will be rejected and will not be evaluated further. Any proposal determined to have ineligible contractors or ineligible parties based on the US GSA Excluded Parties List, will be rejected and will not be evaluated further.**

#### **Determination of Responsiveness**

All submitted proposals shall be evaluated for responsiveness. A responsive proposal is one that agrees or complies with the requirements of the RFP documents. A responsive proposal will be permitted to proceed to the next evaluation step, which is a determination as to whether a Contractor qualifies as a responsible Contractor.

A proposal does not necessarily need to describe or acknowledge each and every individual requirement of an RFP. Generally, a proposal is considered responsive unless the proposal (1) expresses disagreement with an RFP

requirement, (2) takes exception to an RFP requirement, (3) proposes an action contradictory to an RFP requirement, (4) will otherwise prevent the enforcement and/or execution of an RFP requirement, (5) fails to include submittal information, or (6) fails to comply with the bid bond requirement for five percent of the contract amount (\$5,000). **A nonresponsive proposal shall be rejected and eliminated from further consideration and cannot be recommended for an award of a contract.**

#### **Determination of Responsibility**

In order to qualify as responsible, a Contractor must meet the following standards as they relate to the particular procurement under consideration.

- Adequate financial resources for performance or the ability to obtain such resources as required during performance.
- Necessary experience, organization, technical qualifications, skills, and facilities or the ability to obtain them (including probable Contractor arrangements). Contractor must show documentation an Iowa Certified Groundwater Professional will be utilized (copy of current certification must be included in the proposal).
- Ability to comply with the proposed or required time of delivery or performance schedule.
- Satisfactory record of integrity, judgment, and performance.
- Otherwise qualified and eligible to receive an award under applicable laws and regulations.
- Compliance with DBE requirements.

**If a Contractor is determined to be not responsible by DNR, their proposal shall be rejected and eliminated from further consideration and cannot be recommended for an award of a contract.**

Proposals meeting all responsive and responsibility requirements will be further evaluated as specified below. The Proposals will be reviewed and analyzed by the DNR's Evaluation Committees.

#### **5.4 Preferences**

Preferences required by applicable statute or rule shall be applied, where appropriate.

#### **5.5 Evaluation of Technical Proposals**

Evaluation of Technical Proposals will be based on the following criteria, which are not listed in any particular order of importance.

Criterion:

**5.5.1** Presentation in Proposal

**5.5.2** Work Plan

- 5.5.3 Proposed Timeline
- 5.5.4 Method of Performance
- 5.5.5 Qualifications and Experience of Personnel
- 5.5.6 Expertise of Personnel Responsible for the Project
- 5.5.7 Location, Equipment and Facilities
- 5.5.8 Experience and Reliability of the Personnel Responsible for the Project
- 5.5.9 Commitment to the Project
- 5.5.10 In review of technical proposals, DNR evaluators may review department records to assess past performance of Contractors and Contractors' key personnel regarding quality and timeliness of submittals to the department.

## 5.6

### **Evaluation of Cost Proposals**

*Total Overall Cost Score:* Cost Proposals will be evaluated and points awarded as follows: unit prices for each of the eleven tasks will be sub-totaled. The sub-total costs will be added together to create an overall total cost for the scope of work. The proposal with the lowest overall total cost will receive fifteen (15) points. The overall total cost scores for the other compliant proposals will be awarded relative to all compliant proposals (see example below).

*Scenario Cost Score:* In addition to the points previously mentioned, the cost proposals will be evaluated based on a scenario cost score. The proposal with the lowest scenario cost score will receive 20 points. The scenario cost scores for the other compliant proposals will be awarded relative to all compliant proposals (see example below).

*Example:* An example of how the number of relative points may be awarded to all other Cost Proposals for both the *Total Overall Cost Score* and the *Scenario Cost Score*, the lowest bid can be used as the numerator with each of the other bids as the denominator. The resulting percentage times the number of available points (15 or 20) can be the total score awarded for cost to other compliant Contractors. Points will be rounded to the nearest higher whole value.

Example for evaluating *Total Overall Cost Score*:

Contractor A quotes \$35,000; Contractor B quotes \$45,000; and Contractor C quotes \$65,000.

Contractor A: receives 100% of the available points for cost or 15 points.

Contractor B: receives 78% of available points for cost (\$35,000 divided by \$45,000) or 12 points.

Contractor C: receives 54% of available points for cost (\$35,000 divided by \$65,000) or 8 points.

*Realistic and Accurate Cost Score:* In addition to the *Total Overall Cost Score* and the *Scenario Cost Score*, cost proposals will be scored on the extent to which the proposed cost is perceived to be realistic and accurate. Each cost proposal may receive up to 5 additional points based on this criterion. **Total maximum cost proposal points equals 40.**

## 5.7 Final Ranking and Selection

After completion of the technical and cost proposal evaluations, a final ranking will be completed. Proposals will be reviewed by the DNR. The final determination of the award of contracts will be the responsibility of the DNR. The DNR will make the determination for the award of contracts to the contractors whose proposals are determined to be the most advantageous to the state of Iowa considering the technical and cost factors set forth in the RFP. Technical merit will be given greater value than cost. Two Contractors may be selected for award.

## 5.8 Criteria for Technical Proposal Evaluation

The following is a list of factors that specifically will be considered in the technical evaluation of the proposals received.

Technical Proposal Rating Criteria	Weighting Factor
<p><u>Proposed Method of Performance</u></p> <p>Attention will be given to the extent to which the Contractor thoughtfully tailors the proposed approach to ensure DNR's intended objectives are met, and the level of understanding of the project as defined in the Scope of Work. Specificity, clarity, and directness of proposal will be considered. Ample support should be provided for all positions, directions and assumptions. If the level of understanding is not satisfactorily met, the offer will be deemed ineligible for an award.</p>	30
<p><u>Expertise of Personnel Responsible for the Project</u></p> <p>Personnel experience and strong capabilities in the oversight of the UST closure, assessment and correction action design described in the Scope of Work. The managerial experience of the project manager, personnel experience, competence, and educational background (e.g., geologist, hydrologist) and professional status (e.g., professional engineer) of the proposed staff assigned to the project will also be evaluated. If no level of experience has been determined, the Contractor will be deemed ineligible for an award. The project manager must be a certified groundwater professional.</p>	10
<p><u>Location, Equipment, and Facilities</u></p> <p>Geographic location, availability of personnel, equipment, analytical facilities, facilities necessary for the successful accomplishment of the work, and sufficient equipment to get the work done in a timely manner.</p>	05

<u>Experience and Reliability of Personnel Responsible for this Project</u>	10
The Contractor's technical performance on similar, past projects and the extent to which the participant can draw on past experience directly in meeting the requirements of these closure activities.	
<u>Commitment to Project</u> (Section IE of Proposal)	5
The Contractor's commitment to meet the schedule outlined. The Contractor's demonstrated record of timeliness, quality and project management.	
<b>Total Technical Points</b>	<b>60</b>

## 5.9 Criteria for Cost Proposal Evaluation

The following is a list of factors that specifically will be considered in the cost evaluation of the proposals received. DNR reserves the right to reject any proposal they feel contains excessive costs.

	Weighting Factor
<b>Cost Proposal Rating Criteria</b>	
Total Overall Cost Score	15
Scenario Cost Score	20
Realistic and Accurate Cost Score	5
<b>Total Cost Points</b>	<b>40</b>

## **Section 6**

### **Contractual Terms and Conditions**

#### **6.0 Preface**

Any contract(s) resulting from this RFP between the State and the successful Contractor shall be a combination of the specifications, terms and conditions of this RFP; the offer of the Contractor contained in the Contractor's proposal; written clarifications or changes made in accordance with the provisions herein; and any other terms deemed necessary or acceptable by the DNR.

Any resulting contract shall be available to the public as part of the public record in accordance with applicable law.

#### **6.1 Selection Contingent Upon Contract Negotiations**

The initial selection of a Contractor means that the DNR will negotiate in good faith with the selected Contractor in expectation of executing a contract. If the DNR determines within its sole discretion that it cannot execute a contract with the selected Contractor, then it may select a new Contractor based on the next highest score or reissue an RFP at a later time.

#### **6.2 Duration of Contract Term, and Amendments to Extend Duration of Contract**

The term of the Contract shall be one year, unless terminated earlier in accordance with the terms of the contract. The effective date of the contract shall not precede the date upon which both parties have signed the contract and the date upon which the contract is approved by the Environmental Protection Commission, if such approval is required. DNR shall have the sole option to renew and extend this Contract for subsequent periods, adding up to no more than 6 years total, by executing a signed Contract prior to the expiration of this Contract.

#### **6.3 Acceptance of Terms and Conditions**

By submitting a proposal, each Contractor acknowledges its acceptance of the specifications, terms and conditions of a contract contained in this RFP, without change except as otherwise expressly stated in its proposal, and of the specifications, terms and conditions of the contract forms found in Attachment #5. If a Contractor takes exception to a provision, the Contractor must state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the DNR, as determined in its sole discretion, resulting in possible disqualification of the Contractor's proposal. With regard to the "Special Conditions" portion of the contract forms, DNR and the successful Contractor may agree to modifications to the terms of the "Special Conditions" as necessary to negotiate the terms of a contract.

A Contractor's failure to state an exception to any provision and propose alternative language may be deemed by the DNR to constitute Contractor's acceptance thereof. The State reserves the right to refuse to enter into a contract

with the successful Contractor for any reason, even after delivery of notice of selection or intent to award a contract.

The terms and conditions as stated herein relate only to this RFP, and do not extend to other or future contracts a prospective Contractor may currently have or may have in the future with the DNR, nor do the terms and conditions as stated herein relate to any other DNR procurement which may be in process.

#### **6.4 Deadline for Execution of Contract**

By submitting a proposal, each Contractor agrees that any and all contracts resulting from this RFP must be negotiated and signed by all parties no later than **February 23, 2012**, unless such deadline is extended by DNR in writing. Any failure by a successful Contractor or its third party Contractors to negotiate and sign a contract with the State of Iowa prior to this deadline may result in suspension or termination of negotiations with the successful Contractor, and DNR may elect to negotiate with any other Contractor.

**Attachment # 1**  
**Certification Letter**

**Alterations to this document are prohibited, see section 2.14.15.**

[Date]

**Issuing Officer Name**, Issuing Officer  
**Agency**  
**Agency Address**

Re: Request for Proposal Number **RFP Number**  
PROPOSAL CERTIFICATIONS

Dear **Issuing Officer Name**:

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]** (Contractor) in response to **Agency** for Request for Proposal Number **RFP Number** for **Commodity Description** are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

**Certification of Independence**

I certify that I am a representative of Contractor expressly authorized to make the following certifications in behalf of Contractor. By submitting a Proposal in response to the RFP, I certify in behalf of the Contractor the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other Contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Contractor to induce any other Contractor to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Contractor and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.



## **Certification Regarding Debarment**

6. I certify that, to the best of my knowledge, neither Contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

## **Certification Regarding Registration, Collection, and Remission of Sales and Use Tax**

7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2009)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Contractors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the (RFP), the Contractor certifies the following: (check the applicable box)

- ☐ Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 432*; or
- ☐ Contractor is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(42) and (43)*.

Contractor also acknowledges that the Agency may declare the Contractor's Proposal or resulting contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

Sincerely,

---

**[Name and Title]**

**Attachment #2**

**Authorization to Release Information Letter**

**Alterations to this document are prohibited, see section 2.14.15.**

**[Date]**

**Issuing Officer Name**, Issuing Officer

**Agency**

**Lead Agency Address**

Re: Request for Proposal Number **RFP Number**  
AUTHORIZATION TO RELEASE INFORMATION

Dear **Name of Issuing Officer**:

**[Name of Contractor]** \_\_\_\_\_ **(Contractor)** hereby authorizes the **Agency** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to Request for Proposal (RFP) Number **RFP Number**.

The Contractor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Contractor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Contractor is willing to take that risk.

The Contractor hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the RFP.

The Contractor authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Contractor's Proposal submitted in response to RFP.

The Contractor further authorizes any and all persons and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Contractor's Proposal. The Contractor hereby releases, acquits and forever discharges any such person or entity

and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Contractor that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

\_\_\_\_\_  
**[Printed Name of Contractor Organization]**

\_\_\_\_\_  
**[Name and Title of Authorized Representative]**

\_\_\_\_\_  
Date

### Attachment #3

#### SITE LIST

The following sites may or may not be included in resulting contracts. DNR has the sole discretion of assigning sites to each contract.

LUST	Site & Town	Activities
9LTL22	Former Walt's Service, Gravity	One Post Remediation Sampling Event, One Site Monitoring Report (SMR), Well Plugging
8LTY48	Rolfe Service, Rolfe	Two Post Remediation Sampling Events, One SMR, Well Plugging
8LTV26	Wards Repair, Attica	Two Post Remediation Sampling Events, One SMR, Well Plugging
9LTD17	RMI Wellsburg, Wellsburg	Two Post Remediation Sampling Events, One SMR, Well Plugging
9LTE43	Mel's Repair Service, What Cheer	One Sampling Event, One SMR, Well Plugging
9LTG07	Cher's Mini Mart, Chapin (tentative, as funding allows)	Two Post Remediation Sampling Events, One SMR, Well Plugging
9LTH79	TJ's GasNBait, Chelsea	Two Sampling Events, One SMR, Well Plugging
9LTI74	Inman Oil, Earlham	Two Sampling Events, One SMR, Well Plugging
9LTJ06	Former B & C Service, Lockridge	One Post Remediation Sampling Event, One SMR, Well Plugging
8LTS02	PEMCO Fast Break, Keystone	Two Post Remediation Sampling Events, One SMR, Well Plugging
9LTG19	Capt DS Dry Dock, Belmond	Two Post Remediation Sampling Events, One SMR, Well Plugging
9LTO44	White-New Idea Farm Equipment, Loc. 4, Charles City	Two Post Remediation Sampling Events, One SMR, Free Product Recovery with Quarterly Reporting and Well Plugging

**Attachment #4**

**TECHNICAL PROPOSAL TITLE PAGE**

Submitted by:	
Firm Name:	
Address:	
City, State, Zip:	
Telephone:	
FAX:	
Email Address:	
Signature:	
Print Name:	
Title:	
Date:	

\_\_\_\_\_ **Original**

\_\_\_\_\_ **Copy**

\_\_\_\_\_ **Public Copy redacting information for which confidential treatment is requested.**  
**No part of a cost proposal may be held confidential. Please refer to section 1.8.3.**

## Attachment #5

### TECHNICAL PROPOSAL CHECKLIST

The transmittal letter, the technical proposal title page, technical proposal checklist, the technical proposal, and a copy of the entire technical proposal on CD-ROM are to be placed in a separate envelope. The outside of the envelope must be marked as follows:

Contractor's Name and Address  
Contact Person and Telephone  
Project Title and RFP Number  
Proposal Due Date and Time  
Original (or Copy)  
Technical Proposal

Failure to do this will result in an ineligible proposal.

**IN ORDER TO BE ELIGIBLE FOR CONSIDERATION, YOUR PROPOSAL MUST INCLUDE, AT A MINIMUM, ALL OF THE FOLLOWING DOCUMENTS:** (Refer to Section 3 for additional information.)

\_\_\_\_\_ Transmittal Letter (signed by individual who is authorized to legally bind the contract)

\_\_\_\_\_ Attachment 4 – "Technical Proposal Title Page".

\_\_\_\_\_ Table of Contents

\_\_\_\_\_ Executive Summary (no more than 5 pages)

\_\_\_\_\_ Work Plan (Containing the following elements and no more than 25 pages):

\_\_\_\_\_ Method of Performance.

\_\_\_\_\_ 1. Written narrative demonstrating the method or manner in which you propose to satisfy the requirements of the scope of work.

\_\_\_\_\_ 2. Sequential step-by-step description of tasks or events that are proposed to accomplish the scope of work.

\_\_\_\_\_ 3. Discussion of the Contractor/consulting firm's method for preparing and assuring the Quality Assurance Project Plan will be consistent with EPA guidance and requirements.

\_\_\_\_\_ Contractor Background Information

\_\_\_\_\_ 1. Name, address, telephone number, fax number and email address of Contractor including all dba's, assumed names or operating business names.

- \_\_\_\_\_ 2. Form of business (i.e., corporation, partnership, proprietorship, LLC) & if entity is registered as Targeted Small Business.
- \_\_\_\_\_ 3. State of incorporation, formation or organization.
- \_\_\_\_\_ 4. Identification and specification of locations(s) and telephone numbers of the major offices and other facilities.
- \_\_\_\_\_ 5. Local office address and phone number.
- \_\_\_\_\_ 6. Number of employees.
- \_\_\_\_\_ 7. Type of business.
- \_\_\_\_\_ 8. Name, address and telephone number of Contractor's representative to contact regarding all contractual and technical matters.
- \_\_\_\_\_ 9. Name, address and telephone number of Contractor's representative to contact regarding scheduling & other arrangements.
- \_\_\_\_\_ 10. Name and qualifications of any subcontractors who will be involved project.
- \_\_\_\_\_ 11. Identify the Contractor's accounting firm.
- \_\_\_\_\_ 12. Contractor's Registered Agent and date Contractor registered with the Iowa Secretary of State to do business in Iowa. Provide same information for Contractor's subcontractor.
- \_\_\_\_\_ Expertise of Personnel Responsible for the Project.
  - \_\_\_\_\_ 1. Identify Certified Groundwater Professional responsible for supervision of field staff and completion of scope of work and include copy of current Iowa Groundwater Professional Certification.
  - \_\_\_\_\_ 2. List of personnel assigned to project and what they will do.
  - \_\_\_\_\_ 3. Organizational chart.



- \_\_\_\_ 4. Qualifications of personnel proposed to perform the work.
- \_\_\_\_ 5. Resumes including references, educational qualifications and previous work assignments for personnel listed in 2.

\_\_\_\_ Location, Equipment and Facilities

\_\_\_\_ List of geographic location of:

- \_\_\_\_ 1. Personnel.
- \_\_\_\_ 2. Equipment.
- \_\_\_\_ 3. State certified lab conducting analytical work.
- \_\_\_\_ 4. Other facilities needed for the successful accomplishment of work.
- \_\_\_\_ 5. Equipment capable of operating Tier 1 and Tier 2 software.

\_\_\_\_ Experience and Reliability of Personnel Responsible for the Project.

- \_\_\_\_ 1. Information which documents the successful and reliable experience in past performances of personnel listed in Expertise Personnel Responsible for the Project.
- \_\_\_\_ 2. Provide information related to at least three and not more than five similar and recently completed contracts by the office and personnel who will carry out the terms of the contract.

\_\_\_\_ Commitment to the Project

- \_\_\_\_ 1. Number of personnel available for this project.
- \_\_\_\_ 2. How long has Contractor been doing the type of work described in the Scope of Work?
- \_\_\_\_ 3. Describe the experience of the personnel listed in "Expertise of Personnel Responsible for the Project" to maintain the schedules on past LUST projects.

\_\_\_\_ Financial Information

- \_\_\_\_ 1. Audited financial statements for the last 3 years or life of company (whichever is shorter).
- \_\_\_\_ 2. Minimum of 3 financial references.

\_\_\_\_ Termination, Litigation, Debarment

\_\_\_\_ 1. Provide statements to all questions pertaining to 3.3 Termination, Litigation and Debarment.

\_\_\_\_ Acceptance of Terms and Conditions

\_\_\_\_ 1. Provide specific statement of acceptance of all terms and conditions stated in RFP as part of bid proposal. If Contractor has objections, please make reference to the specific RFP page and section and explain objection. **OBJECTIONS OR RESPONSES THAT MATERIALLY ALTER THE RFP MAY DISQUALIFY THE CONTRACTOR.**

The following completed attachments should be returned with the Technical Proposal:

\_\_\_\_ Attachment #1 – “Certification Letter”.

\_\_\_\_ Attachment #2 – “Authorization to Release Information Letter”.

\_\_\_\_ Attachment #9 – “Certification Regarding Lobbying”.

\_\_\_\_ Attachment #10 – “Disclosure of Lobbying Activities”

\_\_\_\_ Attachment #11 - DBE Subcontractor Utilization Form. (If you, as the prime contractor, are not a DBE and will not be subcontracting work, please state “no subcontracting” on the DBE Subcontractor Utilization Form.)

\_\_\_\_ DBE Documentation. (Provide written documentation of your efforts to utilize DBEs).

\_\_\_\_ Attachment #12 - DBE Subcontractor Performance Form. (If you, as the prime contractor, are not a DBE and will not be subcontracting work, please state “no subcontracting” on the DBE Subcontractor Performance Form.)

\_\_\_\_ Bid Bond for 5 percent of contract amount (\$5,000). See Attachment #23.

\_\_\_\_ Copy of entire Technical Proposal on CD-ROM.

\_\_\_\_ The Technical Proposal will expire on \_\_\_\_\_ (minimum of 180 days from the date of Proposal deadline).

**PLEASE RETURN A COPY OF THE COMPLETED CHECKLIST WITH YOUR TECHNICAL PROPOSAL.**

**Attachment #6**  
**COST PROPOSAL TITLE PAGE**

Submitted by:	
Firm Name:	
Address:	
City, State, Zip:	
Telephone:	
FAX:	
Email Address:	
Signature:	
Print Name:	
Title:	
Date:	

\_\_\_\_\_ **Original**

\_\_\_\_\_ **Copy**

\_\_\_\_\_ **Public Copy redacting information for which confidential treatment is requested.**  
**No part of a cost proposal may be held confidential. Please refer to section 1.8.3.**

## Attachment #7

### COST PROPOSAL CHECKLIST

The cost proposal title page, the cost proposal checklist, the cost proposal, and the cost proposal Excel spreadsheet copied in a CD-ROM and are to be placed in a separate envelope. The outside of the envelope must be marked as follows:

Contractor's Name and Address  
Contact Person and Telephone  
Project Title and RFP Number  
Proposal Due Date and Time  
Original (or Copy)  
Cost Proposal

Failure to do this will result in an ineligible proposal.

The purpose of this proposal is to evaluate your firm's cost associated with completing the proposed method of performance outlined in the technical proposal. These costs will be the basis for site specific budgets which will be negotiated and pre-approved before activities begin on each individual site.

**IN ORDER TO BE ELIGIBLE FOR CONSIDERATION, YOUR PROPOSAL MUST INCLUDE, AT A MINIMUM, ALL OF THE FOLLOWING DOCUMENTS:** (Refer to Chapter 4 for additional information.)

Check or initial to indicate document is included in the proposal.

\_\_\_\_\_ Attachment 4 – “Cost Proposal Title Page”.

\_\_\_\_\_ Table of Contents

\_\_\_\_\_ Presentation of Costs

All information on Attachment 8 “Cost Proposal” is required. Please do not alter the format of this attachment.

\_\_\_\_\_ Task 1: Develop Site Specific Work Plans, Schedules and Budgets for LUST Cleanup Activities/Site Safety

\_\_\_\_\_ Task 2: Quality Assurance Project Plans

\_\_\_\_\_ Task 3: UST Closure

\_\_\_\_\_ Task 4: Tier 1 Site Assessment

\_\_\_\_\_ Task 5: Tier 2 Site Assessment

\_\_\_\_\_ Task 6: Tier 3 Site Assessment

- \_\_\_\_\_ Task 7: Corrective Action
- \_\_\_\_\_ Corrective Action Activities
- \_\_\_\_\_ Free Product Recovery
- \_\_\_\_\_ Task 8: Site Monitoring Report
- \_\_\_\_\_ Task 9: Monthly Progress Reports
- \_\_\_\_\_ Task 10: No Further Action Certificate
- \_\_\_\_\_ Task 11: Equipment

The following completed attachments should be returned with the Cost Proposal:

- \_\_\_\_\_ Attachment #1 – “Certification Letter”.
- \_\_\_\_\_ Attachment #24 – Cost Proposal Excel Spreadsheet. (This should be included in a CD-ROM and submitted along with the Cost Proposal in paper format).
- \_\_\_\_\_ The Cost Proposal will expire on \_\_\_\_\_ (minimum of 180 days from the date of Proposal deadline).

**PLEASE RETURN A COPY OF THE COMPLETED CHECKLIST WITH YOUR COST PROPOSAL.**

## Attachment #8

### COST PROPOSAL

Contractor's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

**Please note that all mileage rates are established at 55.5 cents per mile which is the IRS standard business mileage rate from July 1, 2011 through December 31, 2011. Should the IRS standard business mileage rate change, DNR will reimburse the Contractor at the current IRS business mileage rate.**

#### Payment Terms

Per *Iowa Code § 8A.514* the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor.

Payment Milestone for Completion of Task	Firm Fixed US \$ Price
<b>Task 1: Develop Site Specific Work Plans, Schedules, and Budgets for LUST Cleanup Activities/Site Safety</b>	
1. <u>Upon submittal of the signed contract and assignment of selected sites, the Contractor shall provide the DNR with a work plan and budget for work at each assigned site, and a schedule of events which includes the dates the expected events are to occur during the course of the project.</u>	\$ _____ per site
Provide costs of all general activities.	
2. <u>Obtain Property Right of Entry Agreement</u>	\$ _____ per site
3. <u>Mobilization/Demobilization costs</u>	\$ _____ per site
a. mileage	\$ <u>55.5 cents</u> per mile
4. <u>Equipment costs (See Task 11 for details)</u>	\$ _____ per site
5. <u>Site Visit</u>	\$ _____ per site
6. <u>Obtain GPS (Lat/Long) location of the site</u>	\$ _____ per site
7. <u>Obtain Before and After Photo of the Site</u>	\$ _____ per site



<b>Task 3: UST Closure</b>	
<u>Mobilization/demobilization costs</u>	\$ _____ per site
a. mileage	\$ <u>55.5 cents</u> per mile
<u>Tank closure costs</u>	
a. Three tanks, 2,000 gal. ea.	\$ _____ per tank
b. Three tanks, 2,000 to 4,000 gal. ea.	\$ _____ per tank
c. Three tanks, 4,000 to 6,000 gal. ea.	\$ _____ per tank
d. Three tanks, 6,000 to 8,000 gal. ea.	\$ _____ per tank
e. Three tanks, 8,000 to 10,000 gal. ea.	\$ _____ per tank
f. Three tanks greater than 10,000 gal. ea.	\$ _____ per tank
<u>Additional tank closure costs</u>	
a. For each tank over the three identified in "Tank Closure Costs" above, each additional tank less than or equal to 2,000 gal.	\$ _____ per tank
b. For each tank over the three identified in "Tank Closure Costs" above, each additional tank 2,000 to 4,000 gal.	\$ _____ per tank
c. For each tank over the three identified in "Tank Closure Costs" above, each additional tank 4,000 to 6,000 gal.	\$ _____ per tank
d. For each tank over the three identified in "Tank Closure Costs" above, each additional tank 6,000 to 8,000 gal.	\$ _____ per tank
e. For each tank over the three identified in "Tank Closure Costs" above, each additional tank 8,000 to 10,000 gal.	\$ _____ per tank
f. For each tank over the three identified in "Tank Closure Costs" above, each additional tank greater than 10,000 gal.	\$ _____ per tank





Tier 1 at time of closure. Assume three (3) soil borings completed as monitoring wells.	
<u>Soil borings, 25 ft. deep</u>	\$ _____ per boring
a. Each additional ft. deeper than 25 ft.	\$ _____ per foot
b. Each additional boring	\$ _____ per boring
<u>Borings completed as monitoring wells @ 25 ft. deep</u>	\$ _____ per well
a. Each additional ft. deeper than 25 ft.	\$ _____ per foot
b. Each additional monitoring well	\$ _____ per well
<u>Hydraulic conductivity (slug test)</u>	\$ _____ per test
<u>Soil Sample collection and analysis</u>	
a. OA-1 / MTBE; EDB; and 1, 2-DCA samples	\$ _____ per sample
b. OA-2 samples	\$ _____ per sample
<u>Water Sample collection and analysis</u>	
a. OA-1 / MTBE; EDB; and 1, 2-DCA samples	\$ _____ per sample
b. OA-2 samples	\$ _____ per sample
<u>Soil gas well to 20 feet</u>	\$ _____ per well
a. Soil gas sample	\$ _____ per sample
<u>Water line sample collection</u>	\$ _____ per sample
<u>Drinking well, non-drinking well samples</u>	\$ _____ per sample
<u>Tier 1 Report</u>	\$ _____ per report
<u>Staff time</u>	\$ _____ per site

**NOTE: The costs for Tier 1 Assessment includes all expenses to complete Tier 1 activities.**

If you are including services not described above, which are necessary to complete Tier 1 activities, or any of the services required by the RFP, please detail them, their cost and unit breakdowns here. Do not include in the figures shown above. These will be reviewed should your firm be selected as the Contractor/Consultant.

<u>Service Description</u>	<u>Cost Description</u>	<u>Hours</u>	<u>Total</u>

#### **Task 5: Tier 2 Site Assessment**

##### Tier 2 Mobilization/demobilization costs

\$ \_\_\_\_\_ per site

a. Mileage

\$ 55.5 cents per mile

Assume minimum of five (5) borings completed as monitoring wells.

##### Soil borings, 25 ft. deep

\$ \_\_\_\_\_ per boring

a. Each additional ft. deeper than 25 ft.

\$ \_\_\_\_\_ per foot

b. Each additional boring

\$ \_\_\_\_\_ per boring

##### Non-bedrock monitoring well @ 25 ft. deep

\$ \_\_\_\_\_ per well

a. Each additional ft. deeper than 25 ft

\$ \_\_\_\_\_ per foot

b. Each additional monitoring well

\$ \_\_\_\_\_ per well

##### Bedrock well (includes drilling @ 25 ft. deep)

\$ \_\_\_\_\_ per well

a. Each additional ft. deeper than 25 ft.	\$ _____ per foot
b. Each additional well	\$ _____ per well
<u>Hydraulic conductivity (slug test)</u>	\$ _____ per test
<u>Soil samples</u>	
a. OA-1 / MTBE; EDB; and 1, 2-DCA samples	\$ _____ per sample
b. OA-2 samples	\$ _____ per sample
<u>Water samples</u>	
a. OA-1 / MTBE; EDB; and 1, 2-DCA samples	\$ _____ per sample
b. OA-2 samples	\$ _____ per sample
<u>Water line samples</u>	\$ _____ per sample
<u>Drinking well, non-drinking well samples</u>	\$ _____ per sample
<u>Soil gas well to 20 feet</u>	\$ _____ per well
<u>Soil gas samples</u>	\$ _____ per sample
<u>Pathway evaluation</u>	
a. One to two pathways	\$ _____ per pathway
b. Three to four pathways	\$ _____ per pathway
c. Five to seven pathways	\$ _____ per pathway
d. Eight to ten pathways	\$ _____ per pathway
<u>Tier 2 Report</u>	\$ _____ per report
<u>Revised Tier 2 Report</u>	\$ _____ per report
<u>Staff time</u>	\$ _____ per site

**NOTE: The costs for Tier 2 Assessment includes all expenses to complete Tier 2 activities.**

If you are including services not described above, which are necessary to complete Tier 2 activities, or any of the services required by the RFP, please detail them, their cost and unit breakdowns here. Do not include in the figures shown above. These will be reviewed should your firm be selected as the Contractor/Consultant.

<u>Service Description</u>	<u>Cost Description</u>	<u>Hours</u>	<u>Total</u>

#### **Task 6: Tier 3 Site Assessment**

Tier 3 Work Plan

\$ \_\_\_\_\_ per plan

Tier 3 Assessment Report

\$ \_\_\_\_\_ per report

Staff time

\$ \_\_\_\_\_ per hour

**NOTE: The costs for a Tier 3 Site Assessment includes all expenses to complete Tier 3 activities.**

If you are including services not described above, which are necessary to complete a Tier 3 assessment, or any of the services required by the RFP, please detail them, their cost and unit breakdowns here. Do not include in the figures shown above. These will be reviewed should your firm be selected as the Contractor/Consultant.

<u>Service Description</u>	<u>Cost Description</u>	<u>Hours</u>	<u>Total</u>

<b>Task 7: Corrective Action</b>	
Mobilization/demobilization	\$ _____ per site
a. mileage	\$ <u>55.5 cents</u> per mile
<u>Excavation &amp; disposal of contaminated soil, backfill, and compaction</u>	\$ _____ per cubic yd
a. Revised Tier 2 for soil pathways with excavation report in Appendix 32	\$ _____ per report
<u>Staff time</u>	\$ _____ per hour
<u>Soil samples</u>	
a. OA-1 / MTBE; EDB; and 1, 2-DCA samples	\$ _____ per sample
b. OA-2 samples	\$ _____ per sample
c. RCRA soils pre-OE (per sample)	\$ _____ per sample
<u>Water samples</u>	
a. OA-1 / MTBE; EDB; and 1, 2-DCA samples	\$ _____ per sample
b. OA-2 samples	\$ _____ per sample
<u>Monitoring well plugging, 25 ft. well</u>	\$ _____ per well
<u>Drinking/non-drinking well samples</u>	\$ _____ per sample
<u>Drinking/non-drinking water well plugging</u>	\$ _____ per well per foot
<u>Water line samples</u>	\$ _____ per sample

<u>Water line replacement</u>	\$ _____ per foot
<u>Institutional Control</u>	\$ _____ per IC
a. Time to attend council meeting	\$ _____ per hour
<u>Environmental Covenant</u> Conduct all activities, subject to land owner approval, to prepare and file an environmental covenant for the property as directed and approved by DNR.	\$ _____ per EC
<p><b>NOTE: The costs of Corrective Action includes all expenses to complete expedited corrective action activities.</b></p> <p>If you are including services not described above, which are necessary to complete expedited corrective action activities, or any of the services required by the RFP, please detail them, their cost and unit breakdowns here. Do not include in the figures shown above. These will be reviewed should your firm be selected as the Contractor/Consultant.</p>	
<u>Service Description</u>	<u>Cost Description</u>
	<u>Hours</u>
	<u>Total</u>
 <b>Corrective Action Activities</b>	
<u>Mobilization Costs</u>	\$ _____ per site
a. mileage	\$ <u>55.5 cents</u> per mile
<u>Pilot Test Costs</u>	\$ _____ per site
<u>Treatment System Costs</u>	\$ _____ per unit (total)





<u>Free Product Measurement &amp; Recovery</u> <u>Disposal of Water &amp; Free Product</u> <u>Free Product Recovery Assessment Report</u> <u>Free Product Recovery Report</u> <u>Staff time</u>  <b>NOTE: The costs for Free Product Recovery includes all expenses to complete free product recovery activities.</b>  If you are including services not described above, which are necessary to complete free product recovery activities, or any of the services required by the RFP, please detail them, their cost and unit breakdowns here. Do not include in the figures shown above. These will be reviewed should your firm be selected as the Contractor/Consultant.  <div> <u>Service Description</u>    <u>Cost Description</u>    <u>Hours</u>    <u>Total</u> </div>	\$_____ per well \$_____ per gallon \$_____ per report \$_____ per report \$_____ per site   
<b>Task 8: Site Monitoring Report</b>  <u>Site visit</u> a.        mileage  <u>Soil samples</u> a.        OA-1 / MTBE; EDB; and 1, 2-DCA samples b.        OA-2 samples  <u>Water samples</u> a.        OA-1 / MTBE; EDB; and 1, 2-DCA samples	\$_____ per visit \$ <u>55.5 cents</u> per mile  \$_____ per sample \$_____ per sample  \$_____ per sample



<p>Monthly Progress Report in the Scope of Work section of this RFP for required reporting elements and other details.</p> <p><b>NOTE: The costs for Monthly Progress Reports include all expenses to complete Monthly Progress Reports.</b></p> <p>If you are including services not described above, which are necessary to complete Monthly Progress Reports, or any of the services required by the RFP, please detail them, their cost and unit breakdowns here. Do not include in the figures shown above. These will be reviewed should your firm be selected as the Contractor/Consultant.</p> <table><tr><td><u>Service Description</u></td><td><u>Cost Description</u></td><td><u>Hours</u></td><td><u>Total</u></td></tr><tr><td colspan="4"> </td></tr></table>	<u>Service Description</u>	<u>Cost Description</u>	<u>Hours</u>	<u>Total</u>					
<u>Service Description</u>	<u>Cost Description</u>	<u>Hours</u>	<u>Total</u>						
<p><b>Task 10: No Further Action Certificate</b></p> <p>Contractor shall conduct all activities to obtain and file No Further Action Certificate as directed by DNR. Contractor shall be responsible for obtaining proper legal description and providing to DNR, obtaining No Further Action Certificate, and filing the certificate with the appropriate county recorder's office.</p> <table><tr><td><u>Obtain legal description</u></td><td>\$ _____ per unit</td></tr><tr><td><u>Mileage</u></td><td>\$ <u>55.5 cents</u> per mile</td></tr><tr><td><u>Filing (Includes Fees)</u></td><td>\$ _____ per site</td></tr></table> <p><b>NOTE: The costs for No Further Action Certificate includes all expenses to complete No Further Action Certificate.</b></p> <p>If you are including services not described above, which are necessary to complete No Further Action Certificate, or any of the services required by the RFP, please detail them, their cost and unit breakdowns here. Do not include in the figures shown above. These will be reviewed should your firm be selected as</p>	<u>Obtain legal description</u>	\$ _____ per unit	<u>Mileage</u>	\$ <u>55.5 cents</u> per mile	<u>Filing (Includes Fees)</u>	\$ _____ per site			
<u>Obtain legal description</u>	\$ _____ per unit								
<u>Mileage</u>	\$ <u>55.5 cents</u> per mile								
<u>Filing (Includes Fees)</u>	\$ _____ per site								

the Contractor/Consultant.				
<u>Service Description</u>	<u>Cost Description</u>	<u>Hours</u>	<u>Total</u>	
<b>Task 11: Equipment</b> All equipment acquired by the Contractor under this contract shall be the property of the state of Iowa. All equipment purchases proposed by the Contractor which have a per unit cost greater than \$5,000, must have prior written approval by the DNR. Prior written approval shall be accomplished by the Contractor submitting a work plan and a specific budget to the DNR. The work plan and budget shall itemize all costs involved, including a detailed description of activities, approximate time to accomplish activities, staff time, photograph(s) of equipment, and the original cost of each piece of equipment to be purchased. DNR must then receive written approval of equipment purchases which have a per unit cost greater than \$5,000 from EPA. After DNR receives approval from EPA, DNR will provide the Contractor with written approval for the purchase.				
Contractor shall contact the DNR for prior written approval for decommission/disposition of equipment. Prior written approval shall be accomplished by the Contractor by submitting a work plan and a specific budget to the DNR. The work plan and budget shall itemize all costs involved, including a detailed description of activities, approximate time to accomplish activities, staff time, photograph(s) of equipment, and the fair market value of each piece of equipment to be decommission/disposed. DNR must receive written approval from EPA regarding the decommission/disposal of all equipment with a per unit fair market value greater than \$5,000. After the DNR receives approval and disposition instructions from EPA and DNR approves the work plan and budget submitted by the Contractor, the Contractor shall commence the decommission/disposition of the equipment.				\$ _____ per site for decommission/ disposition
<b>NOTE: The costs for Equipment includes all expenses to complete the Decommission/Disposition of Equipment per site.</b>				
If you are including services not described above, which are necessary to complete Decommission/Disposition of Equipment,				

or any of the services required by the RFP, please detail them, their cost and unit breakdowns here. Do not include in the figures shown above. These will be reviewed should your firm be selected as the Contractor/Consultant.

<u>Service Description</u>	<u>Cost Description</u>	<u>Hours</u>	<u>Total</u>

Signature:\_\_\_\_\_

Date:\_\_\_\_\_

Printed Name and Title:\_\_\_\_\_

Name of Contractor Organization:\_\_\_\_\_

**Attachment #9**

**CERTIFICATION REGARDING LOBBYING**

(The form on the following page must be completed and signed by the Contractor and submitted with the bid proposal.)

To access a copy of this form through the internet, please use the following internet address:

<http://www.epa.gov/ogd/AppKit/word/CertLobbying.doc>

EPA Project Control Number

## **CERTIFICATION REGARDING LOBBYING**

### **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

Typed Name & Title of Authorized Representative

---

Signature and Date of Authorized Representative

## **Attachment #10**

### **DISCLOSURE OF LOBBYING ACTIVITIES**

(The form on the following page must be submitted with the bid proposal. It should be signed **only if statement (2) is accurate on Certification Regarding Lobbying Form on the preceding page.**

To access a copy of this form through the internet, please use the following internet address:

<http://www.epa.gov/ogd/AppKit/form/sflllin.pdf>



## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, if known:</b>		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>
<b>6. Federal Department/Agency:</b>		<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____
<b>8. Federal Action Number, if known:</b>		<b>9. Award Amount, if known:</b> \$ _____
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>		<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## **Attachment #11**

### **DBE SUBCONTRACTOR UTILIZATION FORM**

(The form on the following page must be completed and signed by the prime Contractor and submitted with the bid proposal.)

To access this form through the internet, use the following internet address:

[http://www.epa.gov/osbp/pdfs/dbe/subContractor\\_utilization\\_form.pdf](http://www.epa.gov/osbp/pdfs/dbe/subContractor_utilization_form.pdf)



Environmental  
Protection Agency

OMB Control No: \_\_\_\_\_  
Approved: \_\_\_\_\_  
Approval Expires: \_\_\_\_\_

Disadvantaged Business Enterprise Program  
DBE Subcontractor Utilization Form

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors <sup>1</sup> will be used on this project:			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?
I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).			
Signature Of Prime Contractor		Date	
Print Name		Title	

<sup>1</sup>Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental  
Protection Agency

OMB Control No: \_\_\_\_\_  
Approved: \_\_\_\_\_  
Approval Expires: \_\_\_\_\_

**Disadvantaged Business Enterprise Program  
DBE Subcontractor Utilization Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

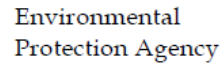
## **Attachment #12**

### **DBE SUBCONTRACTOR PERFORMANCE FORM**

(The form on the following page must be completed and signed by the Subcontractor and submitted to the prime Contractor. The prime Contractor must submit this completed form with the bid proposal.)

To access this form through the internet, use the following internet address:

[http://www.epa.gov/osbp/pdfs/dbe/subContractor\\_performance\\_form.pdf](http://www.epa.gov/osbp/pdfs/dbe/subContractor_performance_form.pdf)



**Disadvantaged Business Enterprise Program  
DBE Subcontractor Performance Form**

<sup>1</sup>Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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Environmental  
Protection Agency

OMB Control No: \_\_\_\_\_  
Approved: \_\_\_\_\_  
Approval Expires: \_\_\_\_\_

### Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.



## **Attachment #13**

### **DBE SUBCONTRACTOR PARTICIPATION FORM**

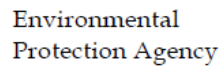
(The form on the following page should be given to the Subcontractor by the prime Contractor. It is not to be included in the bid proposal. It is for the voluntary use of the DBE Subcontractor to report any concerns to EPA such as termination or late payment by the prime Contractor. If the Subcontractor decides to use the form, it should be completed, signed and mailed to):

Chester Stovall, DBE Coordinator  
Small Business Utilization  
US Environmental Protection Agency, Region VII  
901 East 5<sup>th</sup> Street  
Kansas City, KS 66101-2728

Email: [stovall.chester@epa.gov](mailto:stovall.chester@epa.gov)

To access this form through the internet, use the following internet address:

[http://www.epa.gov/osbp/pdfs/dbe/subContractor\\_participation\\_form%20-.pdf](http://www.epa.gov/osbp/pdfs/dbe/subContractor_participation_form%20-.pdf)



**Disadvantaged Business Enterprise Program  
DBE Subcontractor Participation Form**

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Subcontractor Signature	Title/Date

EPA FORM 6100-2 (DBE Subcontractor Participation Form)



Environmental  
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

## Disadvantaged Business Enterprise Program DBE Subcontractor Participation Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.

**Attachment #14**

**CONTRACT SPECIAL CONDITIONS**

**(Please see separate document posting entitled “Contract Special Conditions”)**

**Attachment #15**

**CONTRACT GENERAL CONDITIONS**

**(Please see separate document posting entitled “Contract General Conditions”)**

**Attachment #16**  
**MTBE Report Example**

LUST #	Site Name	Site City	Monitoring Event	Sample ID	Sample Date (mm/dd/yyyy)	Ground Surface Elevation (feet ASL)	Soil Sample Elevation (feet ASL)	Static Water Level (feet ASL)	MTBE Soil (mg/kg)	MTBE Groundwater (ug/L)	Comments
7LTE40	Dell Oil	Indianola	SMR	MW 4	9/30/1999	964.29		956.09		66	
7LTE40	Dell Oil	Indianola	SMR	MW 5	9/30/1999	964.41		956.41		795	
7LTE40	Dell Oil	Indianola	SMR	MW 214	9/30/1999	965.60		956.46		12	

Parameter	Matrix	Method*	Reporting/Detection Limits
MTBE	Soil	OA1 (GC/MS) or 8260B	15 mg/kg
MTBE	Groundwater	OA1 (GC/MS) or 8260B	15 ug/L
MTBE	Drinking Water**	OA1 (GC/MS) or 8260B	15 ug/L

\*The contractor may use an alternative analytical method as long as the method is capable of meeting designated reporting/detection limit.

\*\*Drinking water includes plastic water line samples and samples from drinking water wells or other drinking water sources.

**Attachment #17**  
**EDB Report Example**

LUST #	Site Name	Site City	Monitoring Event	Sample ID	Sample Date (mm/dd/yyyy)	Ground Surface Elevation (feet ASL)	Soil Sample Elevation (feet ASL)	Static Water Level (feet ASL)	EDB Soil (mg/kg)	EDB Groundwater (ug/L)	Comments
7LTE40	Dell Oil	Indianola	SMR	MW 4	9/30/1999	964.29		956.09		66	
7LTE40	Dell Oil	Indianola	SMR	MW 5	9/30/1999	964.41		956.41		795	
7LTE40	Dell Oil	Indianola	SMR	MW 214	9/30/1999	965.60		956.46		12	

Parameter	Matrix	Method*	Reporting/Detection Limits
EDB	Soil	8260	10 mg/kg
EDB	Groundwater	524.2 or 624	5 ug/L
EDB	Drinking Water**	504.1	0.02 ug/L

\*The contractor may use an alternative analytical method as long as the method is capable of meeting designated reporting/detection limit.

\*\*Drinking water includes plastic water line samples and samples from drinking water wells or other drinking water sources.

**Attachment #18**  
**1,2-DCA Report Example**

LUST #	Site Name	Site City	Monitoring Event	Sample ID	Sample Date (mm/dd/yyyy)	Ground Surface Elevation (feet ASL)	Soil Sample Elevation (feet ASL)	Static Water Level (feet ASL)	1,2-DCA Soil (mg/kg)	1,2-DCA Groundwater (ug/L)	Comments
7LTE40	Dell Oil	Indianola	SMR	MW 4	9/30/1999	964.29		956.09		66	
7LTE40	Dell Oil	Indianola	SMR	MW 5	9/30/1999	964.41		956.41		795	
7LTE40	Dell Oil	Indianola	SMR	MW 214	9/30/1999	965.60		956.46		12	

Parameter	Matrix	Method*	Reporting/Detection Limits
1,2-DCA	Soil	8260	25 mg/kg
1,2-DCA	Groundwater	524.2 or 624	5 ug/L
1,2-DCA	Drinking Water**	524.2	0.5 ug/L

\*The contractor may use an alternative analytical method as long as the method is capable of meeting designated reporting/detection limit.

\*\*Drinking water includes plastic water line samples and samples from drinking water wells or other drinking water sources.



**Attachment #19**  
**Contractor Monthly Progress Report**  
**Example**

*This form is to be used by contractors who complete work associated with the LUST Trust Fund Project. This form must be completed and submitted to the IDNR by the first business day of every month for the duration of the contract.*

**September 2011 Status Report**

**Company Name:** Company One Services, Inc.

**Project Descriptions:**

List LUST number(s), site name, location (street address and city) and a brief description of project activities conducted for the month at each site.

**General Project Management**

Reviewed invoices and costs for all projects. Prepared invoice for Menlo project.

**9LTL22, Former Walt's Service, 3<sup>rd</sup> St., Gravity**

No Activity.

**7LTV96, Former Sidney DX, 501 & 505 Filmore, Sidney**

Product sample ID results and product recovery information reported to DNR project manager via E-mail. Received and reviewed DNR review accepting low risk classification.

**8LTY48, Former Rolfe Service, 503 Garfield St., Rolfe**

No Activity.

**8LTK06, Former D & D Tire, 104 Main Street, Persia**

No Activity.

**8LTN25, Barrett's Superette, 1691 Pinewood Avenue, Menlo**

No action Required (NAR) certificate recorded with Adair County.

**Monies Obligated This Month:** \$ \_\_\_\_\_

**Monies Invoiced This Month:** \$ \_\_\_\_\_

## Attachment 20

### IOWA DEPARTMENT OF NATURAL RESOURCES RIGHT OF ENTRY AND INDEMNITY AGREEMENT

This **Agreement** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (**"Property Owner"**), and \_\_\_\_\_ (**"The Contractor"**) (jointly the **"Parties"**).

The Iowa Department of Natural Resources (**"DNR"**) has entered into a contract (**"Contract"**) with **The Contractor** to conduct certain environmental corrective action at the underground storage tank (UST) site located at \_\_\_\_\_, Iowa ( the **"Property"**) and identified by **DNR** Registration No. \_\_\_\_\_ and **DNR** LUST No. \_\_\_\_\_.

This corrective action may involve the removal of USTS, excavation of soil and surface covering, the placement of temporary boreholes and permanent groundwater monitoring wells, periodic onsite sampling of soil and groundwater and other remedial action. The **Parties** wish to establish reasonable terms for access to the **Property**, now and in the future.

The **Parties**, for valuable consideration, agree to the following:

1. **Property Owner** is an owner of the **Property** and authorized to grant access to the real estate as provided in this agreement.

2. **Property Owner** agrees to allow **The Contractor** , it agents, employees and assigns, the right to enter the **Property** for the purpose of permanently closing USTS by removal or filling in place and completing a Tier 1 and/or Tier 2 site assessment in accordance with **DNR** administrative rules contained in Chapter 567 IAC 135 and the **Contract**. This corrective action may include periodic soil and groundwater sampling, soil and surface covering removal, the placement of temporary boreholes and permanent groundwater monitoring wells and other corrective action as directed by the **DNR** .

3. **The Contractor** agrees to provide the **Property Owner** reasonable notice in advance of entry to the **Property** and a reasonable description of the actions to be taken on the **Property**.

4. **The Contractor** agrees to reasonably restore the property to the condition immediately prior to entry. If concrete is required to be removed in the course of removing USTS and associated piping and equipment, **The Contractor** agrees to replace the concrete with gravel.

5. **The Contractor** agrees to indemnify the **Property Owner** for all claims, losses, damages or reasonable expenses to the extent they arise out of the performance of activities by **The Contractor**, its agents, employees and assigns conducted on the **Property**.

6. This **Agreement** is effective upon execution by all parties. This **Agreement** shall terminate upon written notice from the **DNR** that **The Contractor** has completed its obligations for corrective action at the **Property** as provided in the **Contract**.

\_\_\_\_\_  
Property Owner

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Project Manager  
(Name of Contractor)

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## Attachment 21

### WORK PROPOSAL

DNR CONTRACT NO. \_\_\_\_\_  
LUST TRUST FUND PROJECT

Contractor Name: \_\_\_\_\_

Signature of Contractor Contact Person: \_\_\_\_\_

Telephone Number of Contractor Contact: \_\_\_\_\_

DNR Registration Number: \_\_\_\_\_ DNR LUST Number: \_\_\_\_\_

UST Address and City: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Date Prepared: \_\_\_\_\_

<b>WORK TASK DESCRIPTION*</b>	<b>UNITS</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>Subtotal</b>
(Examples: mobilization	lump sum	1	\$250.00	\$250.00)
(CADR Report	each	1	\$900.00	\$900.00)

**TOTAL COST:**

**\$**

Above tasks will be performed according to the terms, conditions and costs outlined in the DNR Contract Number noted above.

\_\_\_\_\_  
DNR Project Manager

\_\_\_\_\_  
Acceptance Date

## Attachment 22

INVOICE NUMBER \_\_\_\_\_

DNR CONTRACT NO. \_\_\_\_\_

### LUST TRUST FUND PROJECT

Contractor Name: \_\_\_\_\_

Signature of Contractor Contact Person: \_\_\_\_\_

Telephone Number of Contractor Contact: \_\_\_\_\_

DNR Registration Number: \_\_\_\_\_ DNR LUST Number: \_\_\_\_\_

UST Address and City: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Date Prepared: \_\_\_\_\_

<b>WORK TASK DESCRIPTION*</b>	<b>UNITS</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>Subtotal</b>
(Examples: mobilization	lump sum	1	\$250.00	\$250.00)
(CADR Report	each	1	\$900.00	\$900.00)

**TOTAL COST:**

**\$**

Above tasks have been performed according to the terms, conditions and costs outlined in the DNR Contract Number noted above.

\_\_\_\_\_  
DNR Project Manager

\_\_\_\_\_  
Acceptance Date

\_\_\_\_\_  
Elaine R. Douskey, DNR Supervisor

\_\_\_\_\_  
Acceptance Date

**Attachment #23**

**BID BOND (PROPOSAL BOND)**

**(Please see separate document posting entitled “Bid Bond”)**

**Attachment #24**

**Cost Proposal Spreadsheet**

**(Please see separate document posting entitled “Cost Proposal Spreadsheet”. This Excel spreadsheet should be completed by the Contractor and submitted with the Cost Proposal on a CD-ROM.)**